

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1   203
2. AMENDMENT/MODIFICATION NO. M474	3. EFFECTIVE DATE March 29, 2004	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (if applicable)
6. ISSUED BY U.S. Department of Energy National Nuclear Security Administration, Service Center 1301 Clay Street, Room 700N Oakland, CA 94612		7. ADMINISTERED BY (If other than item 6) U.S. Department of Energy Office of Science, Stanford Site Office 2575 Sand Hill Road, MS-8A Menlo Park, CA 94025 Contract Specialist: Georgia McClelland (650) 926-8608		
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and Zip Code) Director of Sponsored Projects Stanford University 651 Serra Street - Room # 260 Stanford, CA 94305-4125  Mail To:  Jerry L. Jobe, Associate Director Business Services Div Stanford Linear Accelerator Center 2575 Sand Hill Road, M/S 02 A&E Building, room 203 Menlo Park, CA 94025		( )	9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC03-76-SF00515	
			10B. DATED (SEE ITEM 13)  XXXX	
CODE	FACILITY CODE			

11. THIS ITEM APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offerors must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or, (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)  
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

( )	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Public Law 95-91
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 2 copies to this issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aundra Richards Contracting Officer	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting officer)	16C. DATE SIGNED

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STANDARD FORM 30 (REV. 10-83)

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## **SECTION C: DESCRIPTION/SPECIFICATION/WORK STATEMENT**

### **C.001 INTRODUCTION**

This Performance-Based Management Contract (PBMC) is for the management and operation of the Stanford Linear Accelerator Center (the Laboratory). Stanford University (SU) (the Contractor) shall, in accordance with the provisions of this Contract, accomplish the missions and programs assigned by the U.S. Department of Energy (DOE) and manage and operate the Laboratory. The Laboratory is one of the DOE's Office of Science (SC) National laboratories. The Laboratory is a Federally Funded Research and Development Center (FFRDC) established in accordance with Federal Acquisition Regulation, Part 35 and operated under this management and operating (M&O) contract, as defined in FAR 17.6 and DEAR 917.6.

This Contract reflects the Department's effort to enable the Contractor to achieve more highly effective and efficient management of the Laboratory, resulting in a safe and secure environment, outstanding science and technology results, more cost effective operations, and enhanced Contractor accountability. Toward this end, this Contract establishes a process for minimizing the use of unnecessary DOE orders by allowing the Contractor to seek to tailor existing and new orders and by allowing the Contractor to propose alternate standards, which rely primarily on state and federal laws and regulations, and management processes based on national standards, certified systems and best business practices. Contractor managers shall be held more accountable for maintaining risk mitigation as laboratory processes and assurance models change.

This Contract reflects the application of performance-based contracting approaches and techniques which emphasize results/outcomes and minimize "how to" performance descriptions. The Contractor has the responsibility for total performance under the Contract, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the Contract. Accordingly, this PBMC provides flexibility, within the terms and conditions of the Contract, to the Contractor in managing and operating the Laboratory.

Desired results of this Contract include improved Contractor operational efficiencies, allocations of Contractor oversight resources to direct mission work, and streamlined and more effective federal line management focused on a system based approach to federal oversight with increased reliance on the results obtained from certified, nationally recognized experts and other independent reviewers. Moreover, science and technology have improved peer review metrics, and incentives to achieve extraordinary results.

Under this PBMC, it is the Contractor's responsibility to develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing the mission of the Laboratory. DOE expects the Contractor to produce effective and efficient management structures, systems, and operations that maintain high levels of quality and safety in accomplishing the work required under this Contract, and that to the extent practicable and appropriate, rely on national, commercial, and industrial standards and can be verified and certified by independent, nationally recognized experts and other independent reviewers. The Contractor shall conduct all work in a manner that optimizes productivity, minimizes waste, and fully complies with all applicable laws, regulations, and terms and conditions of the Contract.

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To the maximum extent practical, this PBMC shall:

- (a) describe the requirements in terms of outcomes or results required rather than the methods of performance of the work;
- (b) use a limited number of systems-based measurable performance standards (i.e., terms of quality, timeliness, quantity, etc.) to drive improved performance and increased effective and efficient management of the Laboratory; and
- (c) include non-financial performance incentives where appropriate.

## **C.002 THE LABORATORY VISION**

The Contractor shall develop a compelling plan to implement the DOE's SC strategic mission for the Laboratory, as defined below in C.4.2 "Laboratory Mission." Within this Plan, the Contractor will map the Laboratory's core competencies to this Laboratory's mission. The Contractor will highlight the unique roles the Laboratory fills in SC's capability to accomplish its missions and, more broadly, that of the Department. Upon approval by the Department, the Plan shall be captured within the Institutional Plan, which shall be updated annually in accordance with instructions to be issued by the Stanford Site Office (SSO) Site Manager.

The Performance Evaluation and Measurement Plan, as called for within the H.021 clause entitled, "Standards of Contractor Performance Evaluation", identifies performance outcomes and measures, which are updated and agreed upon by the Parties annually, as standards against which the Contractor's overall performance of scientific, technical, operational, and/or managerial obligations under this contract shall be assessed.

## **C.003 PERFORMANCE EXPECTATIONS, OBJECTIVES AND MEASURES**

### **3.1 Core Expectations**

#### **3.1.1 General**

The relationship between DOE and its national laboratory management and operating contractors is designed to bring best practices for research and development to bear on the Department's missions. Through application of these best practices, the Department seeks to assure both outstanding programmatic and operational performance of today's research programs and the long-term quality, relevance, and productivity of the laboratories against tomorrow's needs. Accordingly, DOE has substantial expectations of the Contractor in the areas of:

- (a) program delivery and mission accomplishment; laboratory stewardship; and
- (b) excellence in laboratory operations and financial management.

#### **3.1.2 Program Development and Mission Accomplishment**

The Contractor is expected to provide effective planning, management, and execution of assigned research and development programs. The Contractor is expected to execute assigned programs so as to strive for the greatest possible impact on achieving DOE's mission objectives, to aggressively manage the Laboratory's science and technology capabilities and intellectual property to meet these objectives, and to bring forward innovative concepts and research proposals that are well-aligned with DOE missions. The Contractor shall propose work that is aligned with, and likely to advance, DOE's mission objectives, and that is well matched to Laboratory capabilities. The Contractor shall strive to meet the highest

standards of scientific quality and productivity, "on-time, on budget, as-promised" delivery of program deliverables, and first-rate service to the research community through user facility operation.

The Contractor is expected to demonstrate benefit to the nation from R&D investments by transferring technology to the private sector and supporting excellence in science and mathematics education to the extent such activities are consistent with achieving continuous progress towards DOE's core missions.

### **3.1.3 Laboratory Stewardship**

The Contractor is expected to be an active partner with DOE in assuring that the Laboratory is renewed and enhanced to meet future mission needs. Within the constraints of available resources and other Contract requirements, the Contractor, in partnership with DOE, shall:

- (a) maintain a Laboratory vision and long-term strategic plan that addresses the evolution of Laboratory capabilities to meet anticipated DOE and national needs;
- (b) attract, develop, and retain an outstanding work force, with the skills and capabilities to meet DOE's evolving mission needs;
- (c) renew and enhance research facilities and equipment so that the Laboratory remains at the state-of-the-art over time and is well-positioned to meet future DOE needs;
- (d) build and maintain a financially viable portfolio of research programs that generates the resources required to renew and enhance Laboratory research capabilities over time;
- (e) maintain a positive relationship with the broader research community, to enhance the intellectual vitality and research relevance of the Laboratory, and to bring the best possible capabilities to bear on DOE mission needs through partnerships; and
- (f) build a positive, supportive relationship founded on openness and trust with the community and region in which the Laboratory is located.

### **3.1.4 Operational and Financial Management Excellence**

The Contractor is expected to effectively and efficiently manage and operate the Laboratory through best-in class management practices designed to enable research while assuring the protection and proper maintenance of DOE research and information assets, the health and safety of Laboratory staff and the public, and the environment. The Contractor is expected to operate the Laboratory so as to meet all applicable laws, regulations, and requirements. The Contractor is expected to manage the Laboratory cost effectively, striving to provide the greatest possible research output per dollar of research investment, and, accordingly, to develop and deploy management systems and practices that are designed to enhance research productivity and mission accomplishment consistent with meeting operational requirements.

## **3.2 Performance Evaluation Expectations**

The performance expectations of this Contract are broadly set forth in this Section and reflect the DOE's minimum needs and expectations for Contractor performance. Specific performance work statements, performance standards (measures applied to results/outputs), acceptable performance levels (performance expectations), acceptable quality levels

(permissible deviations from performance expectations), and related incentives shall be established annually, or at other such intervals determined by the DOE to be appropriate. The related incentives may be monetary, or where monetary incentives are not desirable or considered effective, the Contractor's performance may be used as a factor which directly affects the past performance report card, or a factor in a decision to reduce or increase DOE oversight or Contractor reporting, as appropriate.

In performance under this Contract, the Contractor shall be evaluated within the following general performance goals and expectations:

### **3.2.1 Science and Technology**

The Contractor shall deliver innovative, forefront science and technology aligned with DOE strategic goals in a safe, environmentally sound, and efficient manner, and will conceive, design, construct, and operate world-class user facilities.

- (a) **Quality of Science and Technology:**  
Produce original, creative scientific output that advances science and technology while achieving sustained scientific progress and impact that is recognized by the technical community.
- (b) **Relevance to DOE Missions and National Needs:**  
Conduct quality scientific research that advances the missions of DOE and other national programs and contributes to U.S. leadership in international scientific and technical communities.
- (c) **Success in Constructing and Operating Research Facilities & Equipment:**  
Provide quality strategic planning for facilities/equipment needed to insure the Laboratory can meet its S&T missions today and in the future, while effectively and efficiently maintaining current S&T facilities and equipment and providing effective, efficient operation of user facilities.
- (d) **Effectiveness and Efficiency of Research Program Management:**  
Provide for effective capability stewardship, expert delivery, and success in relationship and risk management.

### **3.2.2 Laboratory Leadership**

The Contractor will provide leadership in support of DOE and Laboratory current and future missions that ensures the stewardship and viability of the institution.

### **3.2.3 Operations and Administrative**

The contractor will conduct all work and operate facilities cost effectively and with distinction, integrated with and supportive of its missions in science, technology, energy, and environment, while being fully protective of its workers, its users, the public, and the environment.

## **3.3 Performance Objectives and Measures**

The Contractor shall develop a five (5) year institutional plan for the overall direction of the Laboratory and for the accomplishment of these objectives. The Plan shall be actively maintained and annually updated in accordance with Institutional Planning instructions issued by the Site Office Manager.

The results-oriented performance objectives of this Contract are stated in the Performance Evaluation and Measurement Plan, and/or in the "Work Authorization Directives" issued annually in accordance with the special clause entitled "Long-Range Planning, Program Development and Budgetary Administration." The objectives shall be accomplished within

an overall framework of management and operational performance requirements and standards contained elsewhere in this Contract. To the maximum extent practicable, these requirements and standards have also been structured to reflect performance-based contracting concepts, including the clause entitled "Application of DOE Contractor Requirements Documents", which permits the Contractor to propose to the Contracting Officer alternative and/or tailored approaches based on national, commercial or industrial standards and best business practices to meet the outcomes desired by the Government.

The DOE's Quality Assurance/Surveillance Plan (QASP) evaluating the Contractor's performance under the contract shall consist primarily of the Performance Evaluation and Measurement Plan (PEMP). The QASP establishes the process DOE shall use to ensure that the Contractor has performed in accordance with the performance standards and expectations. The QASP shall summarize the performance standards, expectations and acceptable quality levels for each task; describe how performance will be monitored and measured; describe how the results will be evaluated. The PEMP will be updated annually to reflect changes in the performance expectations.

The Contractor shall develop and implement a Laboratory assurance process, acceptable to the Contracting Officer, which provides reasonable assurance that the objectives of the Contractor's management systems are being accomplished and that the systems and controls will be effective and efficient. The Contractor's assurance process shall reflect an understanding of the risks, maintain mechanisms for eliminating or mitigating the risks, and maintain a process to ensure that the management systems and their attendant assurance process(es) meet Contract requirements.

#### **C.004 STATEMENT OF WORK**

##### **4.1 General**

The Contractor shall furnish the necessary personnel, facilities, equipment, materials, supplies, and services (except those provided by the Government) to accomplish the statement of work. The statement of work under this PBMC is comprehensive in that the Contractor is expected to perform all necessary technical, operational, and management functions to manage and operate the Laboratory and perform the DOE missions assigned to the Laboratory. This statement of work encompasses all ongoing objectives of the Laboratory, as well as those objectives that may be assigned during the term of the Contract, and includes, but is not limited to: all infrastructure management and maintenance; human resources management; environmental management; health, safety, and security; and purchasing, financial, and other administrative systems. Over the term of this Contract, DOE may evaluate the potential of moving of oversight of all or part(s) of the Laboratory to external regulation (OSHA, NRC).

##### **4.2 Mission**

The Laboratory's research and development missions and programs support the overarching scientific mission of the DOE through efforts in fundamental science, basic and applied sciences and technologies, and national security. The Laboratory shall continue to provide highly skilled staff that support multi-disciplinary efforts to rapidly translate scientific discoveries into applied applications. The Laboratory shall support the President's commitment to sustain and nurture the nation's science and technology enterprise, to support national goals in security, energy, environmental quality, human health and economic growth, and to provide a significant resource for scientists world-wide to engage with Laboratory staff in accelerating the nation's progress towards these goals.

The Laboratory's mission statement is documented annually and updated as part of the Laboratory's strategy development process. As a national laboratory, the Laboratory's mission is to create new knowledge and deliver solutions to science and technology challenges in DOE's core missions. The Laboratory envisions being DOE's best-in-class National laboratory known for breakthrough science and for rapidly translating discoveries into applications that solve critical challenges and benefit our nation and society. Over the term of this Contract, the Contractor shall conduct a broad spectrum of research and development programs in DOE's science. The Contractor shall make its government-funded scientific and technical research results broadly available to the public. The Contractor shall continue to use its multidisciplinary capabilities and apply its expertise to conduct research for the government and the private sector. The Contractor shall also provide technical advice and guidance to DOE in support of policy development, program planning, and other DOE activities as requested by DOE, and shall bring forward recommendations for new research and development programs designed to achieve DOE mission goals.

In keeping with its overall role as a national laboratory, the specific research programs conducted and the overall mix of research at the Laboratory will change, as needed, over the Contract period in keeping with DOE's changing mission needs, advances in science and technology, and other drivers. Accordingly, this statement of work is not intended to be all-inclusive or restrictive, but is intended to provide a broad framework and general scope of the work to be performed at the Laboratory. This statement of work does not represent a commitment to, or imply funding for, specific projects or programs.

As a National laboratory, work under this Contract includes scientific and technical programs sponsored by Office of Science.

Additionally, the Contractor shall engage in other DOE and non-DOE science and technology initiatives that derive from the Laboratory's missions and utilize the Laboratory's core competencies. A summary of current Laboratory programs supporting DOE's mission areas follows. Descriptions of major programs are updated annually in the Laboratory's Strategy.

#### **4.2.1 Science Mission Role**

The Contractor shall deliver the scientific knowledge and discoveries for DOE's missions in the following areas:

- (i) high energy physics and particle astrophysics including theoretical experimental, and accelerator physics;
- (ii) basic energy sciences, including but limited to the utilization of synchrotron radiation in biology, chemistry, material sciences, medical sciences, physics and other disciplines; biological and environmental research; and
- (iii) all appropriate areas of natural sciences, engineering, advance scientific computing and related disciplines.

This purpose includes the advancement of accelerator design, capabilities, and improvements, including synchrotron sources, as well as the development of new, frontier facilities, technologies and instrumentation. As a national user facility SLAC will provide an open research environment to maximize the creativity of its unclassified scientific resources in an environmentally sound, safe manner, with due concern for property protection, national security, quality and economy.

#### **4.2.2 Environmental Quality Mission Role**

In the environmental quality mission, the Contractor shall support DOE's waste characterization, waste disposal, cleanup, and land restoration programs at the SLAC site.

#### **4.2.3 Technology Transfer Programs**

The Contractor shall contribute to U.S. technological competitiveness through research and development partnerships with industry that capitalize on the Laboratory's expertise and facilities. Principal mechanisms to effect such contributions are: cooperative research and development, access to user facilities, reimbursable work for non-DOE activities, personnel exchanges, and licenses.

The Contractor shall cooperate with industrial organizations to assist in increasing U.S. industrial competitiveness, by assisting in the application of energy science and technology. Such cooperation may include an early transfer of information to industry by arranging for the active participation by industrial representatives in the Laboratory's programs. Cooperation with industrial partners may include long-term strategic partnerships aimed at commercialization of inventions or the improvement of industrial products. The Contractor shall respond to specific near-term technological needs of industrial companies with special consideration given to working with small, small disadvantaged and women-owned businesses as well as regional and local companies through special assistance programs targeting such organizations. The Contractor shall develop productive relationships/partnerships with regional and local companies, governments and universities through forums such as conferences, workshops, and traveling presentations. It is anticipated that these organizations will be particularly effective participants in the Laboratory's technology transfer activities in promoting a mutually beneficial relationship between DOE, the Contractor and the communities surrounding the Laboratory.

Cooperation may also include use by industrial organizations of Laboratory facilities and other assistance as may be authorized, in writing, by the Contracting Officer.

#### **4.2.4 Science and Mathematics Education Programs and Cooperation with Universities and Other Research Institutions**

The Contractor shall develop partnerships with colleges and universities, including Minority-Serving Institutions, and manage programs to enhance science and mathematics and technology education at all levels. The Contractor shall encourage participation by a diverse group of faculty and students in Laboratory programs bringing their talents to bear on important research problems and contributing to the education of future scientists and engineers. The Contractor shall conduct programs for pre-college students and faculty to enrich science and mathematics and technology education including programs to encourage members of under-represented societal groups to enter careers in the science and engineering fields.

The Contractor shall manage and operate programs for cooperation with academic and nonprofit research institutions to integrate research and education in scientific and technical fields underlying DOE's programs, as well as facilitate partnerships between the Laboratory and other research and educational institutions. This cooperation may include, but is not limited to, such activities as:

- (i) joint experimental programs with colleges, universities, and nonprofit research institutions;



- (ii) exchange of college and university faculty and Laboratory staff;
- (iii) student/teacher educational research programs at the pre-collegiate and collegiate level;
- (iv) post-doctoral programs;
- (v) arrangement of and participation in regional, national, or international professional meetings or symposia;
- (vi) use of special Laboratory facilities by colleges, universities, and nonprofit research institutes; or
- (vii) provision of unique experimental materials to colleges, universities, or nonprofit research institutions or to qualified members of their staffs.

#### **4.2.5 International Research Collaboration**

In accordance with established DOE policies, the Contractor will maintain a broad program of international research collaboration in areas of research of interest to the DOE. This collaboration will be both in areas where DOE has formal international cooperation agreements that assign the Contractor a specific role, as well as in areas of general interest to DOE's research programs.

This collaboration may include, but is not limited to, such activities as:

- (i) participation in assigned aspects of formal international agreements;
- (ii) maintenance of liaison with peer groups in the international R&D community;
- (iii) participation in programs of international scientific organizations;
- (iv) developing and proposing to DOE, joint experimental programs and/or work for others from international sponsors; or
- (v) participation in programs involving visits, assignments, or exchanges of staff/students.

#### **4.2.6 Other Related Work and Operation of the Laboratory**

The Contractor shall plan, manage and execute other research and development programs as directed or approved by DOE. In addition, the Contractor shall support local and regional economic development and apply existing Laboratory assets in the execution of such support.

The Contractor shall also manage, operate, protect, maintain and enhance the Laboratory's ability to function as a DOE national laboratory, provide the infrastructure and support activities, support the accomplishment of the Laboratory's missions and provide the accountability to the DOE under the results-oriented, performance-based provisions of this Contract.

**SECTION D: PACKAGING AND MARKING (RESERVED)**

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.001 FAR 52.246-9 – INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) (APR 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.001 FAR 52.242-15 – STOP-WORK ORDER (AUG 1989) ALTERNATE I (APR 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either:
  - (1) cancel the stop-work order; or
  - (2) terminate the work covered by the order as provided the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if:
  - (1) the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) the Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**F.002 PERIOD OF PERFORMANCE**

This Contract shall be effective as specified in Block #3 (Effective Date) of Standard Form 30 for this contract modification, except as otherwise provided, and shall continue up to and including September 30, 2007, unless sooner terminated according to its terms or extended in accordance with the appropriate FAR and DEAR provisions.

**SECTION G: CONTRACT ADMINISTRATION DATA**

**G.001 DOE CONTRACTING OFFICER**

For the definition of Contracting Officer see Part II, Section I, Clause I.000 – FAR 52.202-1 – Definitions (DEC 201); modified by DEAR 952.202-1 (MAR 2002), of this contract. The Contracting Officer is the only individual who has the authority on behalf of DOE to take the following actions under the contract:

- (a) assign additional work within the general scope of the Statement of Work of the contract;
- (b) issue a change as defined in the “Changes” clause of the contract;
- (c) change any of the expressed terms, conditions or specifications of the contract;
- (d) accept non-conforming work; or
- (e) waive any requirement of this contract.

**G.002 DOE CONTRACTING OFFICER’S REPRESENTATIVE(S) (COR)**

Performance of the work under this contract shall be subject to the technical direction of DOE Contracting Officer’s Representative(s) in accordance with Clause I.081 – DEAR 952.242-70 – Technical Direction (DEC 2000). Any change in any DOE COR may be made administratively by letter from the Contracting Officer consistent with Clause I.081 – DEAR 952.242-70 – Technical Direction (DEC 2000).

**G.003 DOE CONTRACTING OFFICER’S ADDRESS**

The contract will be administered by:

U.S. Department of Energy  
Stanford Site Office  
2575 Sand Hill Road, MS-8A  
Menlo Park, CA 94025

Written communications regarding the contract shall be mailed to the above address.

**G.004 DOE CONTRACT SPECIALIST**

The DOE Contract Specialist for the contract is located at the address in G.003 above and is as follows:

Name: Georgia McClelland  
Telephone: (650) 926-8608  
Facsimile: (650) 926-3210

**G.005 DOE PATENT COUNSEL**

For correspondence regarding patent or intellectual property related matters should be addressed to:

U.S. Department of Energy  
Office of Chief Counsel – Intellectual Property  
Attn: Gary Drew  
1301 Clay Street, Room 700N  
Oakland, CA 94612-5208

Information copies of patent related correspondence should be sent to the Contracting Officer.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.001 ADDITIONAL DEFINITIONS**

In addition to the definitions contained in Section I clause entitled Definitions, when the following terms are used in the Contract, they shall have the meaning as set forth below:

- (a) Except as otherwise provided in this Contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this Contract.
- (b) "Contractor" or "University" means the Board of Trustees of the Leland Stanford Junior University.
- (c) "Laboratory" means the Stanford Linear Accelerator Center and its Synchrotron Radiation division (hereinafter occasionally referred to as SLAC), a Federally Funded Research and Development Center (FFRDC) and National User Facility managed and operated by the Contractor for DOE.
- (d) "SSRL" means the Stanford Synchrotron Radiation Laboratory, a division of SLAC.
- (e) The term "someone acting as the Laboratory Director" means the person appointed as Laboratory Director, the Deputy Director acting in the absence of the Laboratory Director, or a person specified in writing to have authority to act in the absence of the Laboratory Director and Deputy Director.
- (f) The term "Contractor's managerial personnel" means the Laboratory Director, the Deputy Director, and the Associate Directors, and anyone specified in writing to be acting in those capacities.
- (g) The term "DOE Directive" means DOE Orders and Notices, Modifications thereto, and other forms of directives, which are in effect on the date that this Contract is executed, including for purposes of this Contract, those portions of DOE's Accounting and Procedures Handbook applicable to integrated Contractors, issued by DOE. The term does not include written directions provided by the Contracting Officer in response to a particular situation of performance issued pursuant to one of the clauses of this Contract.
- (h) The term "applicable laws" when used to characterize Federal, State, and local codes, laws and/or regulations, means only such codes, laws and regulations as may properly apply to a federal facility without impairment of federal pre-emption or sovereign immunity.
- (i) The term "protest" appearing at Clause I.051 of this contract shall mean a protest brought against the competition and award, or the decision to extend, of this M&O contract upon the expiration of its term on September 30, 2007; it does not apply to the routine procurements carried out on a daily basis by SLAC.
- (j) For purposes of Clause I.072(d), the required clearances and approvals there required shall not be construed as permitting prior restraint as to publication of results of SLAC research deriving from its public domain fundamental research, through papers or presentations at conferences or seminars.
- (k) Designation of "Subcontractor Employees" as equivalent to Contractor Employees is only for purposes of Clause I.095 and is not intended to create a right in third parties or to implicate the Contractor as a "joint employer" as the term is used in California Labor Law.

- (l) The term "user" (which also may be referenced as "participant") means Participating Research Team (PRT), "guest scientist", "scientific visitor", "collaborators", "experimenter", or other words of similar import means any person, persons or other entity who participate in the performance of experiments, or other directly related work, which use or anticipate the use of accelerator beams and/or other equipment of facilities in connection therewith.

#### H.002 THIRD PARTIES

Nothing contained in this Contract, or its amendments, shall be construed to grant, vest, or create any rights in any person not a Party to this Contract. This provision is not intended to limit or impair the rights which any person may have under applicable federal statutes.

#### H.003 WORK AUTHORIZATION

- (a) Work programs shall be developed by the Contracting and approved by DOE in accordance with applicable DOE directives, and shall constitute work to be performed under this Contract during the pertinent periods involved. Such work programs may include program and project performance objectives and milestones. The Contractor shall consult with DOE, as necessary, during the process of developing work programs. Subject to the other provisions of this contract, changes in the agreed work program, not constituting major changes, may be made by the Contractor when it appears to the Contractor, to be in the best interest of the scientific and technical objectives of the agreed work program to do so. It is understood that the nature of the research and development work under this Contract is of a specialized character not readily reducible to production schedules. In view of these circumstances, it is agreed that the research and development work is performed on a best effort basis.
- (b) Due to the critical character of the work from the standpoint of national significance, it is understood by the Parties hereto that very close collaboration will be required between the Contractor and DOE with respect to direction, emphasis, trends and adequacy of the total program.
- (c)
  - (1) The annual work program and budget are principal devices used by DOE in program development, integration, execution, and cost estimating. To make the work program and budget most effective in assuring comprehensive coverage of DOE missions, it is the responsibility of DOE to keep the operators of DOE's laboratories continually advised of DOE's overall program goals, scientific and technological problems, and its current long range objectives. In light of such information, the Contractor will propose possible new objectives and present preliminary work programs in the area of its competence which, from its point of view, will either strengthen the overall DOE program or provide additional support in areas which, in the Contractor's judgment, are being inadequately exploited, or initiate new areas of investigation which appear of potential importance.
  - (2) It is the responsibility of DOE to formulate overall program budgets, taking into consideration the proposals submitted by the Contractor, consistent with funds appropriated by the Congress and all its other program needs.
  - (3) The Contractor shall prepare a final work program and budget consistent with DOE's overall program budget. Upon DOE approval, it is the Contractor's responsibility to conduct its work program within limits established by these approvals unless and until they are modified by DOE.



- (d) In accordance with the basic considerations stated in paragraph (c) above, the Contractor and DOE will utilize the Program Budget procedures on a Government fiscal year basis for the establishment of the Laboratory Program Budget. Procedures for the presentation of work programs and cost estimates shall be jointly developed. In order to meet the requirements of Government budgetary practice, the Parties agree:
- (1) As early as possible in each calendar year, DOE shall supply the Contractor with the dollar amounts for the Laboratory contained in the President's Budget, with Program assumptions and guidance which the Contractor will be expected to consider in the development of its program and budget, and with all changes to existing budget and accounting policies and procedures to be used in the current budget preparation.
  - (2) Prior to April 1 (or such other date as may be agreed upon) the Contractor shall submit to DOE for approval a comprehensive work program for the next two fiscal years, together with a description of the current work program, and the Contractor shall submit a budget estimate for the next two fiscal years, together with a revised budget estimate for the current fiscal year.
  - (3) As soon as possible after October 1 of each year, DOE shall issue Work Authorizations and an Approved Funding Program to the Contractor for the current fiscal year.
- (e)
- (1) DOE approved work programs, program performance expectations and milestones as appropriate, and budget estimates shall be reflected in Work Authorizations/Annual Program Letters/Activity Data Sheets/Program Baseline Summaries and Approved Funding Programs. These documents will be issued to the Contractor as soon as possible after funds become available. If, in preparing Work Authorizations/Annual Program Letters/Activity Data Sheets/Program Baseline Summaries and Approved Funding Programs, it is determined that changes are needed in the work program and budget estimates submitted by the Contractor, DOE and the Contractor shall agree upon the changes in the work before final issuance of these documents.
  - (2) The Work Authorizations/Annual Program Letters, and with respect to work funded by the office of Environmental Management, Program Baseline Summaries, and Approved Funding Programs, specify the funds available for work under the Contract for the fiscal year and, in addition, may establish limitations on costs to be incurred for individual portions of the work. The Contractor shall comply with such limitations and shall promptly notify the Contracting Officer, in writing, whenever it becomes apparent that there is likely to be an overrun with respect to any specific limitation in the Work Authorization/Annual Program Letters, and with respect to the work funded by the office of Environmental Management, Program Baseline Summaries, and Approved Funding Programs. Funds made available for work under the contract, and set forth in Approved Funding Programs or other funding documents, shall not be reduced except by written agreement of the Parties.
  - (3) Additional programs and projects to be conducted at the Laboratory within the scope of the Contract may be established by agreement between the DOE and the Contractor.
- (f) A Contract modification shall be issued to the Contractor on or before September 30 of each year (or such other date as may be agreed upon) to provide additional funds, and further Contract modifications may be issued or entered into from time to time to provide appropriate modifications in the total amount of funds made available under the Contract. DOE agrees to use its best efforts to provide stable funding in support of the Contract work and it is DOE's intention that there shall be so provided at all times sufficient funds to support the work program at the level authorized by DOE.

- (g) During the course of the work, DOE shall review the work program and its costs based upon information submitted by the Contractor and may, after consultation with the Contractor, revise the Work Authorizations and Approved Funding Programs established by DOE under paragraph (e) above and with the agreement that the Contractor make any necessary revisions to the documents cited in this clause.
- (h) It is the intent of the Contractor and DOE to agree from time to time upon long-term work programs covering certain portions of the work to be performed under this contract.
- (i) The Contractor shall maintain current cost information adequate to reflect the cost of performing the work under this Contract at all times while the work is in progress, and shall prepare and furnish to the Government such written estimates of cost and information in support thereof as the Contracting Officer may request.

#### **H.004 INTELLECTUAL AND SCIENTIFIC FREEDOM**

- (a) The DOE and the Contractor recognize the importance of fostering an atmosphere at the Laboratory conducive to scientific inquiry and the development of new knowledge and creative and innovative ideas related to important national interests.
- (b) The parties further recognize that the free exchange of ideas among scientists and engineers at the Laboratory and colleagues at universities, colleges, and other laboratories or scientific facilities is vital to the success of the scientific, engineering, and technical work performed by Laboratory personnel. To this end, Stanford University conducts only public domain fundamental research.
- (c) In order to further the goals of the Laboratory and the national interest, it is agreed by the parties that the scientific and engineering personnel at the Laboratory shall be accorded the rights of publication or other dissemination of research, and participation in open debate and in scientific, educational, or professional meetings or conferences, subject to the limitations included in technology transfer agreements and such other limitations as may be required by the terms of this Contract. Nothing in this clause is intended to interfere with the obligations of the parties to protect classified or other sensitive information as provided by law. This provision does not constitute a waiver of the Contractor's right to publish its research free of prior restraint by the Government.

#### **H.005 LONG-RANGE PLANNING, PROGRAM DEVELOPMENT AND BUDGETARY ADMINISTRATION**

- (a) Basic Considerations.

Throughout the process of planning, and budget development and approval, both DOE and the Contractor recognize the desirability for close consultation, for advising each other of plans or developments on which subsequent action will be required, and for attempting to reach mutual understanding in advance of the time that action needs to be taken.

- (b) Strategic Planning.

It is the intent of the Contractor and DOE to develop annually an Institutional Plan covering a five-year period. Development of the Institutional Plan is the strategic planning process by which DOE and the Contractor, through mutual consultation, reach agreement on the general types and levels of activity which will be conducted at the Laboratory for the period covered by the plan. The Institutional Plan approved by SSO Site Manager provides guidance to the Laboratory for long-range planning of programs, site and facility development, and for budget preparation. It also serves as a baseline for placement of work at the Laboratory.

(c) Work authorization and financing.

- (1) In accordance with the basic principles stated in the Basic Considerations' paragraph hereinabove of this clause, the parties will utilize the procedures set forth in Appendix G for the development and presentation of work programs and budget estimates for the Laboratory and preliminary agreements thereon. Appendix G may be modified from time to time to the extent that the parties so agree in writing, without the execution of a formal supplement to this Contract.
- (2) DOE approval of the program proposals and budget estimates will be reflected in work authorizations and financial plans developed, issued and revised in accordance with the procedures agreed upon under (c)(1) above, and Appendix G.

**H.006 RESERVED**

**H.007 LIABILITY LIMITATION**

(a) Costs Subject to Limitations.

With the exception of statutorily based unallowable costs and costs associated with willful misconduct and lack of good faith on the part of Contractor's managerial personnel, as defined in H.001 – ADDITIONAL DEFINITIONS, the Contractor's liability for allocable obligations under this Contract shall be limited to \$10,000 on an annual (12 month) basis.

(b) Survivability.

This provision shall survive termination of the contract, and shall be applicable to claims made thereafter against the Contractor resulting from contract performance.

**H.008 LABORATORY FACILITIES**

DOE agrees to continue to furnish and make available to the Contractor, for its possession and use in performing the work under this performance-based management and operating Contract, the Laboratory facilities designated as follows:

- (a) The Government-leased land, and Government-owned buildings, utilities, equipment, installations, other facilities and associated environmental media and other facilities situated at the Laboratory site in the County of San Mateo, State of California, designated as 2575 Sand Hill Road, Menlo Park, California 94025.
- (b) Government-owned or leased facilities at such other locations as may be approved by DOE for use under this contract.
  - (1) DOE reserves the right to make part of the above-mentioned land or facilities available to other Government agencies or other users, consistent with the Statement of Work and the Lease Agreement, with the understanding that DOE will not unreasonably interfere with the responsibilities and undertakings of the Contractor. Before exercising its right to make any part of the land or facilities available to another agency or user, DOE will confer with the Contractor.
  - (2) Subject to mutual agreement, other facilities may be used in the performance of the work under this Contract.
- (c) The Contracting Officer may, at his or her discretion, approve the construction of housing units and associated parking upon the Facility, if such housing: does not interfere with the operations of the Facility; is to be used primarily to house visiting scientists and staff working on projects

at the facility; is paid for by Stanford University; and is otherwise acceptable in all its arrangements.

#### **H.009 EPIDEMIOLOGICAL STUDIES OF WORKERS AT THE SITE**

- (a) The Contractor shall cooperate in the conduct of epidemiological studies of workers at the contract site to include health related programs and projects, or public health activities required by law, performed by personnel, contractor personnel, grantees and cooperative agreement participants of the Department of Health and Human Services (HHS), pursuant to a Memorandum of Understanding between DOE and HHS, or those performed by the DOE Office of Environment, Safety and Health, its contractors, grantees, participants in cooperative agreements, and collaborating researchers. The conduct of these studies requires access by researchers to personal information about workers including historical and current data on work assignments and duties, medical history, and exposure to radiation, toxins, and other occupational hazards. Access to Contractor-owned records containing personal information is governed by the Section I clause entitled Access to and Ownership of Records. The studies may also require access by researchers to workers for personal interviews during normal work hours. The Contractor understands that its cooperation in such studies is an integral part of addressing the health and safety of workers at the site and that it may be reimbursed for reasonable costs associated with assisting the various agencies. The Contractor shall identify a point of contact for coordinating this work and for assuring that responses are timely, and shall submit to the Contracting Officer for approval procedures for liaison with external researchers carrying out such work.
- (b) Nothing in this clause shall relieve personnel performing epidemiological studies at the site from observing applicable federal and state laws, regulations and directives governing the conduct of human subjects research, access to classified information, and the privacy of personal information; and it is acknowledged that the Contractor, as the custodian and /or owner of records maintained at the site, has certain contractual and other legal obligations to ensure compliance with such laws, regulations and directives.

#### **H.010 CONTROL OF NUCLEAR MATERIALS**

As used in this clause, "nuclear materials" means source material, special nuclear material, and other materials to which DOE Directives regarding the control of nuclear materials apply. The Contractor shall, in a manner satisfactory to the Contracting Officer, establish and maintain a materials management program, establish and maintain appropriate nuclear material transfer procedures and control measures, establish accounting and measurement procedures, maintain current records, and institute appropriate control measures for nuclear materials in its possession commensurate with the national security and applicable DOE Directives. Except as otherwise authorized by the Contracting Officer, nuclear materials in the Contractor's possession, custody, or control shall be used only for furtherance of the work under this Contract. The Contractor shall include in every subcontract involving the use of nuclear materials for which the Contractor has accountability, appropriate terms and conditions for the use of nuclear materials and the responsibilities of the subcontractor regarding control of nuclear materials.

#### **H.011 ADMINISTRATION OF SUBCONTRACTS**

- (a) The administration of all subcontracts entered into and/or managed by the Contractor, including responsibility for payment hereunder, shall remain with the Contractor unless assigned at the direction of DOE.

- (b) The DOE reserves the right to direct the Contractor to assign to the DOE, or another Contractor, any subcontract awarded under this contract.
- (c) The DOE reserves the right to identify specific work activities in Section C "Description/ Specifications/Work Statement" to be removed (de-scoped) from the contract in order to contract directly for the specific work activities. The Department will work with the Contractor to identify the areas of work that can be performed by small businesses in order to maximize direct federal contracts with small businesses. The Contractor agrees to facilitate these actions. This facilitation will include identifying direct contracting opportunities valued at \$5 million or above for small businesses for work presently performed under subcontracts, as well as work performed by Contractor employees. The Contractor shall notify the DOE one-year in advance of the expiration of any of its subcontracts valued at \$5 million or above, or if applicable, one-year prior to the exercise of an option and/or the option notification requirement, if any, contained in the subcontracts. The DOE will review this information and the requirements of the Contractor to determine the appropriateness for small business opportunities. This review may result in the DOE electing to enter into contracts directly with small businesses for these areas of work. The Contracting Officer will give notice to the Contractor not less than 120 calendar days prior to the date for exercising the option and/or the expiration of the subcontract and/or prior to entering into contract for work being performed by Contractor employees. Following award of these direct federal contracts, DOE may assign administration of these contracts to the Contractor. The Contractor agrees to accept assignments from the DOE for the administration of these contracts. The parameters of the Contractor's responsibilities for the small business contracts and/or changes, if any, to this contract will be incorporated via a modification to the contract. The Contractor will accept management and administration responsibilities, if so determined.
- (d) To the extent that DOE removes (de-scopes) work from this contract, any such removed or withdrawn work shall be treated as a change in accordance with the clause of this contract entitled, "Changes". The Parties will negotiate appropriate adjustments to the Contractor's Subcontracting Plan or any other applicable contract terms and conditions impacted by such withdrawal or addition of work scope to recognize the changes to the Contractor's subcontracting base and goals.

#### H.012 PRIVACY ACT RECORDS

In accordance with the Privacy Act of 1974, 5 U.S.C. §552a (Public Law 93-579) and implementing DOE Regulations (10 CFR Part 1008), the Contractor shall maintain the "Systems of Records" on individuals listed below in order to accomplish DOE functions. The parenthetical DOE number designations for each system of records refer to the official "System of Record" number published by the DOE in the Federal Register pursuant to the Privacy Act.

- Personnel Records of Former Contractor Employees (DOE-5)
- Government Motor Vehicle Operator Records (DOE-32)
- Personnel Medical Records (DOE-33) (respecting present and former DOE and DOE Contractor employees)
- Personnel Radiation Exposure Records (DOE-35) (respecting current DOE Contractor employees)
- Occupational and Industrial Accident Records (DOE-38)
- Alien Visits and Participation (DOE-52)
- Epidemiologic and Other Health Studies, Surveys, and Surveillances (DOE-88)

#### **H.013 DISPOSAL OF REAL PROPERTY**

Disposal of any permanent or temporary interest in real property shall require the prior approval of the Contracting Officer.

#### **H.014 ENVIRONMENTAL REMEDIATION**

- (a) The Department shall be responsible for investigations, monitoring, clean-up, containment, restoration, removal, decommissioning and other remedial activity (including costs for defense of litigation related thereto), subject to and in compliance with all governing laws, regulations and other legal requirements and the terms of this contract, with respect to any hazardous or radioactive substances present in soil, groundwater, air, surface water, facilities and structures (whether subsurface or above ground) as a result of activities during the term of the lease and conducted by any party (or its agent or subcontractor) pursuant to the Contract with DOE.
- (b) The relative rights and obligations of the parties with respect to management and operating activities on the site during the term of this contract are governed by the other provisions of this contract. This clause and the rights and obligations hereunder shall survive expiration or termination of this contract, notwithstanding any release which does not expressly address the terms of this clause. The obligations of DOE under this clause are subject to the availability of appropriated funds, or in the event of a claim, the terms of the Contracts Disputes Act. DOE will use its best efforts to obtain funds to meet all of its obligations under this clause. Without limiting the applicable remedies, any failure to agree on liability or the amount of payment to the Contractor is a dispute under the terms of the Contract Disputes Act.

#### **H.015 PERFORMANCE BASED MANAGEMENT AND OVERSIGHT**

- (a) Performance-based management shall be the key enabling mechanism for establishing the DOE-Contractor expectations on oversight and accountability. DOE expectations (outside of individual program performance and requirements of laws and regulations) and performance targets shall be established through the Performance Evaluation and Measurement Plan (PEMP) pursuant to the clause entitled "Standards of Contractor Performance Evaluation". This PEMP shall establish the expected strategic results in the areas of mission accomplishment, stewardship and operational excellence. Mission accomplishment goals shall be established by agreement with each major customer of the Laboratory, and customer evaluation will be the primary means of evaluating mission performance. Stewardship and operational goals shall be established by agreement with DOE. Contractor self-assessment, third party certification, and Contractor and DOE independent oversight, as appropriate, shall be the primary means for assessing stewardship and operational performance. Routine DOE oversight of Contractor performance will be conducted at the systems level.
- (b) The performance-based management system shall be the primary vehicle for addressing issues associated with performance expectations. In the event of a substantive performance shortfall in any area, the appropriate improvement expectations and targets will be incorporated into the PEMP and tracked through self-assessment and independent oversight, as appropriate.
- (c) Compliance with applicable Federal, State and local laws and regulations, and permits and licenses, shall be primarily determined by the cognizant regulatory agency and DOE will primarily rely upon the determination of the external regulators in assessing Contract compliance. DOE oversight will be achieved through periodic assessments at the management system level, including review of Contractor self-assessments and assessments by independent third parties.

**H.016 PRINCIPLES AND PROCEDURES FOR ACCOUNTING AND RECONCILIATION OF DOE FUNDING OBLIGATIONS TO THE STANFORD STAFF RETIREMENT ANNUITY PLAN (SRAP)**

(a) Background.

The adoption of these principles and procedures shall not be deemed, nor are they intended to create, rights in third parties, nor abrogate existing rights of third parties, including SRAP participants who are or were Contractor employees paid under Contract No. DE-AC02-76SF00515. These principles and procedures shall have no effect upon the vested rights and entitlements of individual members of the SRAP, nor upon the exercise of those rights and entitlements.

The parties recognize that matters dealt with in this clause are complex, and that applicable laws, accounting and actuarial rules or other changing conditions or assumptions may change during the term of the Contract. Accordingly, the parties agree that the provisions of this clause may be subject to the development of further written protocols as mutually agreed to and signed by the parties. Either party may introduce subjects for protocols and each party agrees to address in good faith the topics suggested by the other party.

(b) Scope.

These principles and procedures shall apply with respect to the SRAP. Procedures and reports for the accounting of DOE's share of Contractor contributions to SRAP, as specified in paragraph (d) below, shall apply as of January 1, 1988 and periodically thereafter. The principles for financial settlement of pension funding obligations, as specified in paragraph (f) below, shall apply only to and upon disaffiliation.

References to disaffiliation in these principles are intended to cover the circumstances created either when the term of this Contract expires or when performance of work by the Contractor at SLAC is terminated in accordance with the termination clause. The term "date of disaffiliation" means the date of expiration of the contract term as extended and/or the effective date of termination as provided in this Contract.

All assets and liabilities associated with contributions to the Stanford Contributory Retirement Plan or the Stanford Tax-Deferred Annuity Program shall be excluded from these principles and procedures.

(c) General Procedures.

- (1) The DOE agrees to pay to the Contractor, for the contract term, the pension cost for service of SRAP participants under this Contract.
- (2) The Contractor agrees to provide DOE with a special annual actuarial valuation report of the SRAP which shall contain information regarding Assets and Liabilities associated with service of SRAP Participants under Contract No. DE-AC02-76SF00515. This clause shall refer to such Assets and Liabilities as Contract Service Assets and Contract Service Liabilities. Included as Liabilities shall be Liabilities for Active Participants, Terminated Vested Participants, and all individuals receiving benefits. The DOE agrees to pay the cost of such valuation report.
- (3) Unless otherwise agreed, the Contractor will conduct an actuarial valuation of SRAP as of the date of disaffiliation of SLAC from the Contractor. The DOE agrees to pay the cost of such valuation.

(d) Procedures for periodic reporting of DOE's share of Contractor contributions to SRAP.

Annually, as agreed in paragraph (c) above, the Contractor will provide to DOE a reasonable approximation of assets relating to DOE's share of contributions to SRAP under Contract No. DE-AC02-76SF00515 as follows:

- (1) Approximate value of assets at the beginning of the reporting period. For the initial report, the percent of the total SRAP contributions by the Contractor, representing approximate SRAP contributions by DOE and its predecessor agencies through the Staff Benefits Rate, will be applied to the beginning asset value from Contractor contributions, discounted in recognition that DOE does not pay for Contractor investment management costs for SRAP. The DOE approximate contribution in a given year shall be the percent of DOE salaries to total Contractor salaries for each year multiplied by the total Contractor contributions to SRAP for the same year. The sum of the applicable years' approximate DOE contributions to SRAP divided by Contractor total SRAP contributions times the asset value (with adjustments due to DOE not reimbursing for investment management costs) at the beginning of the reporting period will be considered the approximate initial assets associated with DOE contributions.

For years beyond plan year 1988, the initial value of assets at the beginning of the reporting period shall be the results of calculations in d(6) for the preceding plan year.

If the nature of the available data renders this paragraph "d(1)" untenable, the method for determining the beginning asset value shall be reconsidered for development of an approach which is tenable.

- (2) Contributions made by DOE for the reporting period, calculated by multiplying DOE contract total salaries as a percent of total Contractor salaries by the total Contractor contribution.
  - (3) Amount of investment income during the reporting period, including realized and unrealized appreciation, recognizing the timing of inputs to the SRAP fund and of withdrawals from the SRAP fund, discounted to recognize the fact that DOE does not pay for Contractor internal investment management costs for SRAP.
  - (4) Approximate benefits disbursed during the reporting period for SRAP participants and attributable to Contract Service.
  - (5) Allocation of SRAP administrative expenses for the reporting period on bases logical to the type of cost incurred, e.g., investment management expenses based on beginning asset values per (1) above, pension benefit administration expenses based on benefits disbursed per (4) above, etc.
  - (6) Assets at the end of reporting period equals (1)+(2)+(3)-(4)-(5). Periodic reports will be provided approximately ten months following the close of plan year of the requested reporting period.
- (e) Procedures for final determination of SRAP Contract Service Assets and SRAP Contract Service Liabilities.

(1) Contract Service Assets.

Contract Service Assets shall be the Assets attributable to DOE's contributions, as determined in (d).

Contract Service Assets shall also include employee contributions, if any, to SRAP associated with applicable Contract Service Liabilities.



(2) Calculation of Contract Service Liabilities.

Accumulated Benefit Obligations (ABO) means total SRAP liabilities as defined by Financial Accounting Standard #87 (dated December 1985) and valued as of the date of disaffiliation. Contract Service Liabilities shall equal that portion of the Accumulated Benefit Obligations (ABO) attributable to Contract Service. All calculations of value shall be as of the effective date of disaffiliation, and shall use the then-current Pension Benefit Guaranty Corporation (PBGC) immediate annuity rate for interest provided by Table II. PBGC Regulation 4044.52, Appendix B, and then-current SRAP demographic assumptions, taking into consideration one-time early retirements which may occur due to disaffiliation.

(3) Estimated Accrued Benefits.

The estimated accrued benefits underlying the liabilities in (e)(2) shall be calculated using the contract service of the relevant SRAP participants valued as of the date of disaffiliation.

(f) Disposition of Contract Service Assets and Contract Service Liabilities.

(1) The parties agree that any disposition of Contract Service Assets and Liabilities upon disaffiliation shall be consistent with the then-applicable Federal and State laws relating to pension plans and shall be subject to obtaining such rulings and approvals from Federal and State authorities as are required by law or as may be reasonably deemed prudent by the Contractor or the DOE.

(2) SRAP Retained Assets and Liabilities.

- i) SRAP shall retain Contract Service Liabilities, as determined in paragraph (e)(2), for (a) all SRAP participants who continue in employment with the Contractor, (b) all individuals receiving SRAP benefits, and (c) all vested SRAP participants, whether current or former employees, but excluding (d) participants who accept employment with a successor Contractor and meet the conditions described in section (f)(3)(i). The difference, if any, between Contract Service Liabilities determined in (e)(2) and Contract Service Liabilities retained by SRAP according to this section shall be called Transferable Contract Service Liabilities.
- ii) SRAP shall retain Contract Service Assets in an amount equal to the Contract Service Liabilities retained by SRAP under (f)(2)(i). If Contract Service Assets are less than the Contract Service Liabilities retained by SRAP, SRAP shall retain all Contract Service Assets, and DOE shall pay the difference between Contract Service Liabilities and Contract Service Assets to the Contractor. The difference, if any, between Contract Service Assets determined in (e)(1) and Contract Service Assets retained by SRAP according to this section shall be called Remaining Contract Service Assets.

(3) Reconciliation of Transfer of Assets and Liabilities

After taking account of retained assets and retained liabilities in (f)(2) above, the Remaining Contract Service Assets and the Transferable Contract Service Liabilities will be reconciled as follows:

- (i) Transfer of Assets and Liabilities to a Successor Contractor's Pension Plan. If the DOE notifies the Contractor in writing promptly after the date of disaffiliation, and the Contractor reasonably satisfies itself of the following: (a) the identity of the designated successor Contractor to the Contractor; and (b) the names and other relevant information sufficient to identify former SRAP participants who have accepted employment with the successor Contractor; and (c) that the successor Contractor at that time has established and maintains a qualified tax-sheltered pension plan which is capable of accepting a trust-to-trust transfer of assets, including that (d) the successor

Contractor's pension plan gives full credit and equal value for benefits accrued under SRAP to the date of disaffiliation, and that (e) such former SRAP participants have become participants in that successor Contractor's pension plan; and (f) the successor Contractor and/or its pension plan, in writing in a form satisfactory to the Contractor, accepts the accrued pension liabilities for former SRAP participants employed by the successor Contractor, then (g) the Contractor will cause SRAP assets equal to Transferable Contract Service Liabilities to be transferred from SRAP to the successor Contractor's pension plan unless Transferable Contract Service Liabilities exceed Remaining Contract Service Assets.

- (ii) If Transferable Contract Service Liabilities are greater than Remaining Contract Service Assets as of the date of disaffiliation, no asset transfer as described in (f)(3)(i) shall take place unless DOE shall pay to the Contractor the difference between Transferable Contract Service Liabilities and Remaining Contract Service Assets. Once DOE has paid such difference to the Contractor, the asset transfer described in (f)(3)(i) shall proceed according to sections (f), (g), and (h) of this clause.
  - (iii) If Transferable Contract Service Liabilities are less than or equal to Remaining Contract Service Assets as of the date of disaffiliation, then the transfer of assets described in (f)(3)(i) shall take place if the conditions of (f)(3)(i) are met. Whether or not a transfer is made under (f)(3)(i), the Contractor shall pay to DOE the excess, if any, of Remaining Contract Service Assets over Transferable Contract Service Liabilities. The manner of payment of such obligations may include direct payment by one party to the other, or plan-to-plan transfer of assets, as may be further agreed upon in writing between the parties in the light of then-current circumstances.
  - (iv) Upon the Contractor transferring plan assets as described above, no further liability shall attach to the Contractor or to SRAP for pension liabilities for former SRAP participants who accept employment with the successor Contractor and become participants in the successor Contractor's pension plan as described in (f)(3)(i), and the DOE shall defend, indemnify and hold harmless the Contractor, its officers, trustees and employees, for the cost and expense, including attorneys' fees, of any pension liabilities that may be claimed or found to exist; provided, however, that nothing in this paragraph shall relieve the Contractor or SRAP of obligations imposed upon them or either of them by operation of law, but shall apply only to payment for the costs and expenses of pension rights and benefits. DOE's obligations under this clause are subject to the availability of appropriated funds. DOE will exercise its best efforts to obtain the necessary funds until any such liability is liquidated.
  - (v) Any of the foregoing actions under this (f)(3) shall be taken only to the extent (a) then permitted under applicable law, and (b) that such actions will not jeopardize the tax-qualified status of SRAP, and (c) upon receipt of then-required governmental approvals.
- (g) Any payment under paragraph (f) of this clause, whether by payment by a party to the other, or by plan-to-plan transfer, shall bear interest from the date of disaffiliation until, but not including, the date of payment or transfer, at the then-current immediate PBGC interest rate.
- (h) Each party agrees that it will use its reasonable best efforts to make payment, whether by payment to the other party or by plan-to-plan transfer, as soon as reasonably possible upon receiving the assurances and applicable governmental approvals it requires, and, to the extent possible, (i) within 12 months of the date of disaffiliation or receipt of written notice under (f)(3)(i), whichever occurs later; and (ii) at a rate sufficient to meet the-cash requirements of any successor Contractor's pension plan so as to cover benefits distributed to former SRAP participants.

**H.017 SAVINGS FROM THE TERMINATION OF A DEFINED BENEFITS PENSION PLAN;  
MAINTENANCE OF PARTIALLY TERMINATED OR MERGED PLAN**

If the Contractor during the period of this Contract performance terminates the Stanford University Staff Retirement Annuity Plan (SRAP) in a transaction in which SRAP assets revert to the Contractor and if the Contract Service Assets exceed the Contract Service Liabilities (each determined as provided in H.016 (d) and (e) as of the date the SRAP terminates), the contract cost shall be reduced by the contract's allocable share of the assets that revert to the Contractor. The entire reduction shall be assigned to the cost accounting period in which the reversion occurs.

If a partial termination of the SRAP occurs, the Contractor shall maintain the accounting for Contract Service Assets and Contract Service Liabilities as defined in H.016 (d) and (e).

**H.018 LOBBYING RESTRICTIONS (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2006)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

**H.019 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS – SENSE OF CONGRESS (ENERGY AND WATER DEVELOPMENT APPROPRIATIONS ACT, 2004)**

It is the sense of the Congress, that to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-Made.

**H.020 ALLOWABLE COSTS**

It is understood that, except for unallowable costs set out hereunder or elsewhere in this contract, the Contractor will not advance its own funds to support performance of this contract.

- (a) Compensation for Contractor's Services. Payment for the allowable costs as hereinafter defined shall constitute full and complete compensation for the performance of the work under this contract.
- (b)
  - (1) University Facilities and Administrative (Indirect) Costs. Method for payment of these costs will be as stated in Appendix F.
  - (2) Notwithstanding any other provisions of this contract, the following shall, with respect to direct costs, be subject to the prior written approval of the Contracting Officer:
    - (i) Agreements for accounting services of third parties.
    - (ii) University expenses for special legal or audit services.
  - (3) SLAC actual costs of general and administrative effort (such as facilities, staff support, supplies, SLAC library and related services, purchasing, computing, personnel, etc.) are not included in the University Facilities and Administrative Costs stated in Appendix F. Rather, such SLAC-provided general overhead, management, administrative and facilities costs are treated, funded and paid as direct costs under this M&O contract, in conformance with Clause I.0113 – Payments and Advances.

- (4) In the event the Contractor fails to obtain a prior approval required of any action by the terms of this contract, the Contracting Officer, within the scope of his/her authority may give after the fact approval to the extent that he or she can determine that the Government sustained no loss as a result of the failure to obtain the prior approval, or that such failure did not adversely affect the interest of the Government.
- (c) Allowable costs. (See I.0113, paragraph (j))
- (d) Examples of items of allowable costs. Subject to the other provisions of this clause, the following examples of items of cost of work done under this contract shall be allowable to the extent indicated:
  - (1) Notwithstanding the provisions of FAR cost principle 31.205-44 (i), stipends and payments made to reimburse travel or other expenses of researchers and students who are not employed under this contract but are participating in research educational or training activities under this contract to the extent such costs are incurred in connection with fellowship, international agreements, or other research, educational or training programs approved by the Contracting Officer.
  - (2) Notwithstanding the provisions of FAR cost principle 31.205-44 (i), payments to educational institutions for tuition and fees, or institutional allowances in connection with fellowship or other research, educational or training programs for researchers and students who are not employed under this contract.
  - (3) Costs incurred or expenditures made by the Contractor, as directed, approved or ratified by the Contracting Officer and not unallowable under any other provisions of this contract.
  - (4) Losses and related expenses (including settlements made with the consent of the Contracting Officer) sustained by the Contractor in the performance of this Contract and certified, in writing, by the Contracting Officer to be reasonable, except the losses and expenses expressly made unallowable under other provisions of this contract. Such certification will not be unreasonably withheld.
  - (5) Personnel costs and related expenses incurred in accordance with the Personnel Appendix (Appendix A).
  - (6) Subcontracts and purchase orders, including procurements from Contractor-controlled sources, subject to approvals required by other provisions of this Contract.
  - (7) Utility services, including electricity, gas, water and sewage.

#### **H.021 STANDARDS OF CONTRACTING PERFORMANCE EVALUATION**

- (a) Use of objective standards of performance, self assessment and performance evaluation.
  - (1) The Parties agree that the Contractor will utilize a comprehensive performance-based management approach for overall Laboratory management. The performance-based management approach will include the use of objective performance measures, agreed to in advance of each performance evaluation period, as standards against which the Contractor's overall performance of the scientific, technical, operational and managerial mission obligations under this Contract will be assessed. The performance criteria will be limited in number and focus on results to drive improved performance and increased effective and efficient management of the Laboratory.
  - (2) The Parties agree to utilize the process described within Part III, Section J, Appendix B "Performance Evaluation and Measurement Plan (PEMP)" to evaluate the performance of the Laboratory. The Parties further agree that the evaluation process described in Part III,

Section J, Appendix B will be reviewed annually and modified, if necessary, by agreement of the Parties. If agreement of the Parties cannot be reached, the Contracting Officer has the unilateral right to establish the evaluation process.

- (3) The Parties agree that the Contractor will conduct an ongoing self-assessment process as the principal means of determining its compliance with the Contract Statement of Work and performance measures identified within Part III, Section J, Appendix B. To assist the DOE in accomplishing the appropriate level of oversight, the Contractor shall work in partnership and cooperation with DOE and other external organizations, as appropriate, in the self assessment process. This work includes, but is not limited to, the development and execution of self-assessments and the utilization of the results for continuous improvement.
- (4) The Contractor shall provide periodic updates, as requested by the DOE, on the performance against the Appendix B. The Contractor shall provide a formal status briefing at calendar mid-year and year-end, and a formal self-evaluation report to the DOE at fiscal year-end. Specific due dates and formats for the above-mentioned briefings and reports shall be agreed to by the Laboratory Director and the Stanford Site Office Manager. In addition, the fiscal year-end report must provide:
  - (i) an overall summary of performance for the performance period.
  - (ii) performance ratings for each PEMP elements and the Laboratory overall; and
  - (iii) a summary of key strengths and opportunities for improvement
- (5) DOE, as a part of its responsibility for oversight, evaluation, and information exchange, shall provide an annual programmatic appraisal and other appraisals, and reviews of the Contractor's performance of authorized work in accordance with the terms and conditions of this Contract. The Office of Science, through the SSO Manager, has the lead responsibility for oversight of the programs and activities conducted by the Contractor.
- (6) The Contracting Officer shall annually provide a written assessment of the Laboratory's performance to the Contractor, which shall be based upon the process described in Appendix B. The Parties acknowledge that the performance levels achieved against the specific performance objectives and measures shall be the primary, but not sole, criteria for determining the Contractor's final performance evaluation and rating. The Contractor's self-assessment results, to include results of any third party reviews which may have been conducted during the evaluation period, will be considered at all levels to assess and evaluate the Contractor's performance. The Contracting Officer may also consider other relevant information not specifically measured by the objectives and measures established within Appendix B that is deemed to have an impact (either positive or negative) on the Contractor's performance. Other relevant information that may be used by the Contracting Officer may include, but is not limited to, information gained from peer reviews, operational awareness, outside agency reviews (i.e., OIG, GAO, DCAA, etc.) conducted throughout the year, annual reviews (if needed), and DOE "for cause" reviews. With exception of "for cause" reviews, during the annual assessment the Stanford Site Office will conduct no more than one management and operations review. The on-site portion of such reviews will normally last no more than two weeks. Contractor success in meeting or exceeding performance expectations in a particular management or operations functional area may be rewarded with less frequent - or no - review of the functional area. Conversely, marginal performance or "for cause" situations may result in more frequent reviews.

#### Standards of Contractor Performance Evaluation

(b) Use of objective standards of performance, self assessment and performance evaluation:

- (1) The Parties agree to utilize a comprehensive performance-based management approach for overall Laboratory management. The performance-based management approach will include PEMP elements (goals, objectives, performance indicators, and expected levels of objective performance measures) contained in Appendix B annually and to modify them upon the agreement of the Parties; provided, however, that if the Parties cannot reach agreement on all the goals, objectives, performance indicators, and expected levels of objective performance measures, agreed to in advance of each performance evaluation for the next period, the Contracting Officer shall have the unilateral right to establish reasonable new goals, objectives, performance indicators, and expected levels of objective performance measures, and/or to modify and/or delete existing goals, objectives, performance indicators, and expected levels of objective performance measures. It is expected that the goals, objectives, performance indicators, and expected levels of objective performance measures will be modified by the Contractor and the DOE as new areas of emphasis or priorities emerge which the Parties may agree warrant recognition in the performance-based integrated management approach.
- (2) Failure to include an objective or performance indicator in the Contract Part III, Section J, Appendix B does not eliminate the Contractor's obligation to comply with all applicable terms and conditions as set forth elsewhere within the Contract.
- (3) In the event the Contracting Officer decides to exercise the rights set forth in paragraphs (a)(6) or (b)(1) above, he/she will notify the Contractor, in writing, of the intended decision ten days prior to issuance.

#### **H.022 CONTRACTOR'S RIGHT UNILATERALLY TO TERMINATE THE CONTRACT**

This contract may be terminated for convenience, in whole, by the Contractor upon delivery to the Contracting Officer of a written notice, twelve (12) months prior to the effective date of such termination, whenever, for any reason, the Contractor determines such termination is in its best interest.

This contract may be terminated for convenience, in whole, by the Contractor upon delivery to the Contracting Officer of a written notice, six (6) months prior to the effective date of such termination, demonstrating that an enactment of Congress enacted after the effective date of this contract, subjects the contractor to new unallowabilities of cost under this contract.

Any Contractor's unilateral termination under this clause shall be deemed to have the same effect as if the termination for convenience had been issued by the Government.

#### **H.023 AGREEMENT TO NEGOTIATE DOE'S SIX PRINCIPLES FOR OFFICE OF SCIENCE LABORATORY CONTRACTS AND MISSION STRETCH GOALS**

The Department of Energy has established a set of six principles for the Office of Science Laboratory contracts consistent with the Department's desire to perform science in the 21st century, improve contractor efficiency and effectiveness, and to enhance accountability. These six principles address Line Management, Utilization of National, Oversight, Contractor Accountability, Vision and Incentives. The Parties agree to conduct good faith negotiations to incorporate the principles as well as Mission Stretch Goals into the Contract by July 30, 2005.

#### **H.024 RESERVED**

#### **H.025 WALSH-HEALY PUBLIC CONTRACTS ACT**

Except as otherwise may be approved, in writing, by the Contracting Officer, the Contractor agrees to insert the following provision in noncommercial Purchase Orders and subcontracts under this contract. "If this contract is for the manufacture or furnishing of materials, supplies, articles, or equipment in an amount which exceeds or may exceed \$10,000.00 and is otherwise subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), there are hereby incorporated by reference all representations and stipulations required by said Act and regulations issued there under by the Secretary of Labor, such representations and stipulations being subject to all applicable rulings and interpretations of the Secretary of Labor which are now or may hereafter be in effect."

#### **H.026 AGREEMENTS TO PERFORM NON-DOE ACTIVITIES**

- (a) Subject to the prior written approval of the Contracting Officer, and in compliance with applicable requirements imposed by the Contracting Officer pursuant to clause I.079 -Laws, Regulations, and DOE Directives, the Contractor may, through the Laboratory, perform non-DOE activities which are consistent with and complementary to the DOE's mission and the Laboratory's mission under the contract, involving the use of Laboratory equipment, facilities, or personnel. Such proposed work may be for non-Federal entities or other Federal agencies. The request for such approval shall set forth, in detail, the nature of the outside work to be performed, the Laboratory equipment, facilities or personnel required, and the financial and contractual arrangements proposed to pay for the cost of such work. The Contracting Officer shall consider such a request, being guided, among other factors, by the current or future needs of DOE's programs for the equipment, facilities, or personnel to be utilized in the performance of such outside work. Primary considerations in approving such work are that the proposed work will not place the Laboratory in direct competition with domestic non-Federal entities, will not adversely impact execution of the Laboratory's assigned programs, and will not create a potentially detrimental future burden on commitment of DOE resources. If the Contracting Officer approves such a request, the Contractor and DOE shall agree upon the terms and conditions which would apply to such work. This agreement may provide for receipt by the Government of all or part of such sum as represents the payment to be received by the Contractor for such outside work: provided, however, that DOE may contribute the use of certain equipment, facilities, or personnel to the Laboratory for the performance of such outside work if it determines that it desires to foster the activity in some measure. Except as otherwise approved by DOE, all clauses of this contract shall be deemed applicable to the performance of such work. This Clause shall not be construed as amending or superseding the requirements of clause C.001, Statement of Work, set forth in Part I, Section C.
- (b) The Contractor shall promptly advise the Contracting Officer of any advance notices of, or solicitations for, a major system acquisition requirement received from other Federal agencies pursuant to FAR 34.005 which would logically involve DOE facilities or resources operated or managed by the Contractor. The Contractor shall not respond to or otherwise propose to participate in response to the requirements of such solicitations unless the Contractor has obtained written approval of the Contracting Officer.
- (c) Use of SLAC's DOE-approved User Facilities.

It is the Policy of DOE to encourage domestic industrial use as well as national and international academic use of the Stanford Linear Accelerator Center's DOE-approved User Facilities (hereafter referred to as "SLAC's User Facilities".)

- (1) A person or entity that conducts research at one of SLAC's User Facilities but who is not SLAC faculty or staff is designated a "User" (sometimes also referred to as "participant",

"participating research team" (PRT), "guest scientist", "scientific visitor", "collaborators", "experimenter" or other words of similar import.) A User is any person, persons or other entity, as defined hereinabove, who participates in the performance of experiments, or other directly related work, involving a SLAC User Facility and who is not performing work pursuant to a work for others agreement as defined in applicable DOE regulations or and/or directives.

- (2) Users need not be funded in whole or in part by DOE to be eligible to use SLAC; however, their experiments must be related to and support SLAC's mission. User experiments will be evaluated and selected in accordance with SLAC policies and procedures.
- (d) The Contractor may cooperate with and utilize other funding sources for the purpose of enhancing the research effort and capabilities under this contract. Such funding sources may include DOE laboratories and national Facilities, federal agencies other than DOE, state agencies, private industry, domestic and foreign academic institutions, other federal, national, or international organizations, and other users. Funding from these separate sources may be used to support the construction, installation, and operation of such additional capabilities, provided that any conventional construction requires DOE Contracting Officer approval. Those allowable costs related to the support of additional capabilities that are not covered by separate funding sources shall be chargeable to this contract.

#### **H.027 APPLICATION OF DOE CONTRACTOR REQUIREMENTS DOCUMENTS**

(a) Performance.

The Contractor will perform the work of this Contract in accordance with each of the Contractor Requirements Documents (CRDs) appended to this Contract as Appendix E until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism resulting from the process described below.

(b) Laws and Regulations Excepted.

The process described in this clause shall not affect the application of otherwise applicable laws and regulations of the United States, including regulations of the Department of Energy.

(c) Deviation Processes in Existing Orders.

This clause does not preclude the use of deviation processes provided for in existing DOE directives.

(d) Proposal of Alternative.

The Laboratory Director may, at any time during performance of this Contract, propose an alternative procedure, standard, system of oversight, or assessment mechanism to the requirements in a listed CRD by submitting to the Contracting Officer a signed proposal describing the nature and scope of the alternative procedure, standard, system of oversight, or assessment mechanism (alternative), the anticipated benefits, including any cost benefits, to be realized by the Contractor in performance under the Contract, and a schedule for implementation of the alternate. In addition, the Contractor shall include an assurance signed by the Laboratory Director that the revised alternative is an adequate and efficient means to meet the objectives underlying the CRD. Upon request, the Contractor shall promptly provide the Contracting Officer any additional information that will aid in evaluating the Contractor's proposal.



- (e) Action of the Contracting Officer. The Contracting Officer shall within sixty (60) days:
  - (1) deny application of the proposed alternative;
  - (2) approve the proposed alternative, with conditions or revisions;
  - (3) approve the proposed alternative; or
  - (4) provide a date by which a decision will be made (not to exceed an additional 60 days).
- (f) Implementation and Evaluation of Performance.

Upon approval in accordance with (e)(2) or (e)(3) above, the Contractor shall implement the alternative. In the case of a conditional approval under (e)(2) above, the Contractor shall provide the Contracting Officer with an assurance statement, signed by the Laboratory Director, that the revised alternative is an adequate and efficient means to meet the objectives underlying the CRD. Additionally, the statement shall describe any changes to the schedule for implementation. The Contractor shall then implement the revised alternative. DOE will evaluate performance of the approved alternative from the date scheduled by the Contractor for implementation.

- (g) Application of Additional or Modified CRDs.

During performance of the Contract, the Contracting Officer may notify the Contractor that he or she intends to unilaterally add CRDs not then listed in Appendix E or, modifications to listed CRDs. Upon receipt of that notice, the Contractor, within thirty (30) calendar days, may, in accordance with paragraph (d) of this clause, propose an alternative procedure, standard, system of oversight, or assessment mechanism. The resolution of such a proposal shall be in accordance with the process set out in paragraphs (e) and (f) of this clause. If an alternative proposal is not submitted by the Contractor within the thirty (30) calendar-day period, or, if made, is denied by the Contracting Officer under paragraph (e), the Contracting Officer may unilaterally add the CRD or modification to Appendix E. The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other Contract terms and conditions, including cost and schedule, resulting from the addition of the CRD or modification.

- (h) Deficiency and Remedial Action.

If, during performance of this Contract, the Contracting Officer determines that an alternative procedure, standard, system of oversight, or assessment mechanism adopted through the operation of this clause is not satisfactory, the Contracting Officer may, in his, or her sole discretion, determine that corrective action is necessary and require the Contractor to prepare a corrective action plan for the Contracting Officer's approval. If the Contracting Officer is not satisfied with the corrective action taken, the Contracting Officer may direct corrective action to remedy the deficiency, including, if appropriate, the reinstatement of the CRD.

#### **H.028 CONTRACTOR ACCEPTANCE OF NOTICES OF VIOLATIONS, ALLEGED VIOLATIONS, FINES AND PENALTIES**

The Contractor shall accept, in its own name, service of notices of violations or alleged violations (NOVs/NOAVs) issued by Federal or State regulators to the Contractor resulting from the Contractor's performance of work under this contract without regard to liability. The allowability of the costs associated with fines and penalties shall be subject to the other provisions of this contract.

The Contractor shall notify DOE promptly when it receives service from the regulators of NOVs/NOAVs and fines and penalties.

#### H.029 ALLOCATION OF RESPONSIBILITIES FOR CONTRACTOR ENVIRONMENTAL COMPLIANCE ACTIVITIES

- (a) The Parties commit to full cooperation with regard to acquiring any necessary permits or licenses required by environmental, safety and health (ES&H) laws, codes, ordinances, and regulations of the United States, states or territories, municipalities or other political subdivisions, and which are applicable to the performance of work under this contract. It is recognized that certain ES&H permits will be obtained jointly as co-permittees, and other permits will be obtained by either party as the sole permittee. The Contractor, unless otherwise directed by the Contracting Officer, shall procure all necessary non-ES&H permits or licenses.
- (b) This clause allocates the responsibilities of DOE and the Contractor, referred to collectively as the "Parties", for implementing the environmental requirements at facilities within the scope of the contract. In this Clause, the term "environmental requirements" means requirements imposed by applicable Federal, State, and local environmental laws and regulations, including, without limitation, statutes, ordinances, regulations, court orders, consent decrees, administrative orders, compliance agreements, permits, and licenses.
- (1) Liability and responsibility for civil fines or penalties arising from or related to violations of environmental requirements shall be borne by the party causing the violation irrespective of the fact that the cognizant regulatory authority may assess any such fine or penalty upon either party or both Parties without regard to the allocation of responsibility or liability under this contract. This contractual allocation of liability for any such fine or penalty is effective regardless of which party signs permit applications, manifests, reports, or other required documents, is a permittee, or is the named subject of an enforcement action or assessment of a fine or penalty. The allowability of the costs associated with fines and penalties assessed against the Contractor shall be subject to the other provisions of this contract.
- (2) In the event that the Contractor is deemed to be the primary party causing the violation, and the costs of fines and penalties proposed by the regulatory agency to be assessed against the Government (or the Government and Contractor jointly) are determined by the Government to be presumptively unallowable if allocated against the Contractor, then the Contractor shall be afforded the opportunity to participate in negotiations to settle or mitigate the penalties with the regulatory authority. If the Contractor is the sole party of the enforcement action, the Contractor shall take the lead role in the negotiations and the Government shall participate and have final authority to approve or reject any settlement involving costs charged to the contract.
- (c) DOE agrees that if bonds, insurance, or administrative fees are required as a condition for permits obtained by the Contractor under this contract, and the Contractor has been directed by the Contracting Officer to obtain such permits after the Contractor has notified the Contracting Officer of the costs of complying with such conditions, such costs shall be allowable. In the event such costs are determined by DOE to be excessive or unreasonable, DOE shall provide the regulatory agency with the acceptable form of financial responsibility. Under no circumstances shall the Contractor be required to provide any corporate resources or corporate guarantees to satisfy such regulatory requirements.

#### H.030 LIST OF APPENDICES

The following list of Appendices identified in Section J, List of Attachments are incorporated by reference.

Appendix A Personnel Policies (Mod. M474) <http://www-group.slac.stanford.edu/bsd/contract/>

Appendix B	Performance Evaluation and Measurement Plan (Mod. M497)
Appendix C	Special Financial Institution (Mod.M339)
Appendix D	Reserved
Appendix E	DOE Directives List & Work Small Standards Set (Mod. M497) <a href="http://www.slac.stanford.edu/esh/isms/wssintro.html">http://www.slac.stanford.edu/esh/isms/wssintro.html</a>
Appendix F	MOU on Stanford Indirect Costs (Mod. M339)
Appendix G	Budget Program (Mod. M474)
Appendix H	Small Business Subcontracting Plan (Mod. M474)
Appendix I	Sensitive Foreign Nations/Foreign Travel Restricted Countries (Mod. M474)
Appendix K	Particle Astrophysics & Cosmology Building MOA (Mod. M427)
Appendix N	DOE R&D Bilateral Agreement (Mod. M474)

## **SECTION I: CONTRACT CLAUSES**

### **I.000 FAR 52.202 – 1 DEFINITIONS (DEC 2001) AS MODIFIED BY DEAR 952.202-1 (MAR 2002)**

- (a) "Head of Agency" means:
- (1) The Secretary;
  - (2) Deputy Secretary;
  - (3) Under Secretaries of the Department of Energy; and
  - (4) Chairman, Federal Energy Regulatory Commission
- (b) "Commercial component" means any component that is a commercial item.
- (c) "Commercial item" means:
- (1) any item, other than real property that is of a type customarily used by the general public or by non-governmental entities for purposes other than governmental purposes, and that:
    - (i) Has been sold, leased, or licensed to the general public; or
    - (ii) Has been offered for sale, lease, or license to the general public;
  - (2) any item that evolved from an item described in paragraph (c)(1) of this clause through advances in technology or performance and that is not yet available in the commercial marketplace, but will be available in the commercial marketplace in time to satisfy the delivery requirements under a Government solicitation;
  - (3) any item that would satisfy a criterion expressed in paragraphs (c)(1) or (c)(2) of this clause, but for:
    - (i) modifications of a type customarily available in the commercial marketplace; or
    - (ii) minor modifications of a type not customarily available in the commercial marketplace made to meet Federal Government requirements. "Minor modifications" means modifications that do not significantly alter the nongovernmental function or essential physical characteristics of an item or component, or change the purpose of a process. Factors to be considered in determining whether a modification is minor include the value and size of the modification and the comparative value and size of the final product. Dollar values and percentages may be used as guideposts, but are not conclusive evidence that a modification is minor;
  - (4) any combination of items meeting the requirements of paragraphs (c)(1), (2), (3), or (5) of this clause that are of a type customarily combined and sold in combination to the general public;

- (5) installation services, maintenance services, repair services, training services, and other services if:
  - (i) such services are procured for support of an item referred to in paragraph (c)(1), (2), (3), or (4) of this definition, regardless of whether such services are provided by the same source or at the same time as the item; and
  - (ii) the source of such services provides similar services contemporaneously to the general public under terms and conditions similar to those offered to the Federal Government
- (6) services of a type offered and sold competitively in substantial quantities in the commercial marketplace based on established catalog or market prices for specific tasks performed under standard commercial terms and conditions. This does not include services that are sold based on hourly rates without an established catalog or market price for a specific service performed. For purposes of these services:
  - (i) "Catalog price" means a price included in a catalog, price list, schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public; and
  - (ii) "Market prices" means current prices that are established in the course of ordinary trade between buyers and sellers free to bargain and that can be substantiated through competition or from sources independent of the offerors.
- (7) any item, combination of items, or service referred to in paragraphs (c)(1) through (c)(6), notwithstanding the fact that the item, combination of items, or service is transferred between or among separate divisions, subsidiaries, or affiliates of a Contractor; or
- (8) a nondevelopmental item, if the procuring agency determines the item was developed exclusively at private expense and sold in substantial quantities, on a competitive basis, to multiple State and local Governments.
- (d) "Component" means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).
- (e) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.
- (f) "Nondevelopmental item" means:
  - (1) any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
  - (2) any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or
  - (3) any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

- (g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.
- (h) The term "DOE" means the Department of Energy, FERC means the Federal Energy Regulatory Commission, and NNSA means the National Nuclear Security Administration.
- (i) The term "Senior Procurement Executive" means, for DOE:
  - (1) Department of Energy - Director, Office of Procurement and Assistance Management, DOE;
  - (2) National Nuclear Security Administration - Administrator for Nuclear Security, NNSA; and
  - (3) Federal Energy Regulatory Commission - Chairman, FERC.

**I.001 FAR 52.203-3 – GRATUITIES (APR 1984)**

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative:
  - (1) offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
  - (2) intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled:
  - (1) to pursue the same remedies as in a breach of the contract; and
  - (2) in addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**I.002 FAR 52.203-5 – COVENANT AGAINST CONTINGENT FEES (APR 1984)**

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency", as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- (c) "Bona fide employee", as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government

contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

- (d) "Contingent fee", as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- (e) "Improper influence", as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

**1.003 FAR 52.203-6 – RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)**

- (a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.
- (b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.
- (c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

**1.004 FAR 52.203-7 – ANTI-KICKBACK PROCEDURES (JUL 1995)**

- (a) Definitions.
  - (1) "Kickback", as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
  - (2) "Person", as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
  - (3) "Prime contract", as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.
  - (4) "Prime Contractor", as used in this clause, means a person who has entered into a prime contract with the United States.
  - (5) "Prime Contractor employee", as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
  - (6) "Subcontract", as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.
  - (7) "Subcontractor", as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime

contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

- (8) "Subcontractor employee", as used in this clause, means any officer, partner, employee, or agent of a subcontractor.
- (b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from:
- (1) providing or attempting to provide or offering to provide any kickback:
  - (2) soliciting, accepting, or attempting to accept any kickback; or
  - (3) including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- (c)
- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
  - (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.
  - (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
  - (4) The Contracting Officer may:
    - (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or
    - (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.
  - (5) The Contractor agrees to incorporate the substance of this clause, including subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

**I.005 FAR 52.203-8 – CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

- (a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may:
- (1) cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) rescind the contract with respect to which:

- (i) Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either:
  - (A) exchanging the information covered by such subsections for anything of value; or
  - (B) obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
- (ii) the head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

**I.006 FAR 52.203-10 – PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)**

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27(a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be:
  - (1) for cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) for cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
  - (3) for cost-plus-award-fee contracts:
    - (i) the base fee established in the contract at the time of contract award;
    - (ii) if no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point;
  - (4) for fixed-price-incentive contracts, the Government may:
    - (i) reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
    - (ii) if an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit



specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

- (5) for firm-fixed-price contracts, by ten (10) percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

**1.007 FAR 52.203-12 – LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)**

(a) Definitions.

"Agency", as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action", as used in this clause, means any of the following Federal actions:

- (1) the awarding of any Federal contract;
- (2) the making of any Federal grant;
- (3) the making of any Federal loan;
- (4) the entering into of any cooperative agreement; and
- (5) the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization", as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence", as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government", as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency", as used in this clause, includes the following individuals who are employed by an agency:

- (1) an individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.

- (2) a member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) a special Government employee, as defined in section 202, Title 18, United States Code.
- (4) an individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person", as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation", as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment", as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient", as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed", as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State", as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

- (1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

- (3) The prohibitions of the Act do not apply under the following conditions:
- (i) Agency and legislative liaison by own employees.
    - (A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.
    - (B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
    - (C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action.
      - (1) discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.
      - (2) technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
    - (D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
      - (1) providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action:
      - (2) technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
      - (3) capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.
    - (E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.
  - (ii) Professional and technical services.
    - (A) The prohibition on the use of appropriated funds, in paragraph (b)(1) of this clause, does not apply in the case of:
      - (1) a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
      - (2) any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law

as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

- (B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.
- (C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.
- (D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.
- (E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

- (1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under paragraph (b)(1) of this clause, if paid for with appropriated funds.
- (2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes:
  - (i) a cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
  - (ii) a change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) a change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement.

The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

- (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability.

Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

**I.008 FAR 52.204-4 – PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)**

(a) Definitions. As used in this clause:

"Postconsumer material" means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material." For paper and paper products, postconsumer material means "postconsumer fiber" defined by the U.S. Environmental Protection Agency (EPA) as:

- (1) paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) all paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

"Printed or copied double-sided" means printing or reproducing a document so that information is on both sides of a sheet of paper.

"Recovered material", for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as "recovered fiber" and means the following materials:

- (1) postconsumer fiber; and
- (2) manufacturing wastes such as:
  - (i) dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
  - (ii) repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.
- (b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.
- (c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

**I.009 FAR 52.204-7 – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)**

- (a) Definitions. As used in this clause:
  - (1) "Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
  - (2) "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.
  - (3) "Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.
  - (4) "Registered in the CCR database" means that:
    - (i) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
    - (ii) The Government has validated all mandatory data fields and has marked the record "Active".

- (b)
- (1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
  - (2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number:
    - (i) if located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
    - (ii) if located outside the United States, by contacting the local Dun and Bradstreet office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) company legal business;
    - (ii) tradestyle, doing business, or other name by which your entity is commonly recognized;
    - (iii) company physical street address, city, state, and zip code;
    - (iv) company mailing address, city, state and zip code (if separate from physical);
    - (v) company telephone number;
    - (vi) date the company was started;
    - (vii) number of employees at your location;
    - (viii) Chief Executive Officer/key manager;
    - (ix) line of business (industry); and
    - (x) company headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

- (g)
- (1)
- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling (888) 227-2423, or (269) 961-5757.

**I.010 FAR 52.208-8 – REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)**

(a) Definitions.

"Bureau of Land Management", as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

"Federal helium supplier" means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at [http://www.nm.blm.gov/www/amfo/amfo\\_home.html](http://www.nm.blm.gov/www/amfo/amfo_home.html).

"Major helium requirement" means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) Requirements.



- (1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.
- (2) The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier:
  - (i) the name of the supplier;
  - (ii) the amount of helium purchased;
  - (iii) the delivery date(s); and
  - (iv) the location where the helium was used.
- (c) Subcontracts. The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

**I.011 FAR 52.209-6 – PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)**

- (a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.
- (b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.
- (c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:
  - (1) the name of the subcontractor;
  - (2) the Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs;
  - (3) the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs; and
  - (4) the systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

**I.012 FAR 52.211-5 – MATERIAL REQUIREMENTS (AUG 2000)**

- (a) Definitions. As used in this clause:

"New" means composed of previously unused components, whether manufactured from virgin material, recovered material in the form of raw material, or materials and by-products generated from, and reused within, an original manufacturing process; provided that the supplies meet contract requirements, including but not limited to, performance, reliability, and life expectancy.

"Reconditioned" means restored to the original normal operating condition by readjustments and material replacement.

"Recovered material" means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

"Remanufactured" means factory rebuilt to original specifications.

"Virgin material" means:

- (1) previously unused raw material, including previously unused copper, aluminum, lead, zinc, iron, other metal or metal ore; or
  - (2) any undeveloped resource that is, or with new technology will become, a source of raw materials.
- (b) Unless this contract otherwise requires virgin material or supplies composed of or manufactured from virgin material, the Contractor shall provide supplies that are new, reconditioned, or remanufactured, as defined in this clause.
- (c) A proposal to provide unused former Government surplus property shall include a complete description of the material, the quantity, the name of the Government agency from which acquired, and the date of acquisition.
- (d) A proposal to provide used, reconditioned, or remanufactured supplies shall include a detailed description of such supplies and shall be submitted to the Contracting Officer for approval.
- (e) Used, reconditioned, or remanufactured supplies, or unused former Government surplus property, may be used in contract performance if the Contractor has proposed the use of such supplies, and the Contracting Officer has authorized their use.

**I.013 FAR 52.215-8 – ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)**

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications)
- (b) Representations and other instructions
- (c) Contract clauses
- (d) Other documents, exhibits, and attachments
- (e) The specifications

**I.014 FAR 52.215-12 – SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)**

- (a) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph

- (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (c) In each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either:
  - (1) the substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of cost or pricing data for the subcontract; or
  - (2) the substance of the clause at FAR 52.215-13, Subcontractor Cost or Pricing Data-Modifications.

**1.015 FAR 52.215-13 – SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)**

- (a) The requirements of paragraphs (b) and (c) of this clause shall:
  - (1) become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and
  - (2) be limited to such modifications.
- (b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.
- (c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.
- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

**1.016 FAR 52.219-8 – UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)**

- (a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business

Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract:

"HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern" means:

- (1) a small business concern;
- (2) not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (3) the management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (4) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern" means a small business concern that represents, as part of its offer, that:

- (1) it has received certification as a small disadvantaged business concern consistent with 13 CFR 124. Subpart B;
- (2) no material change in disadvantaged ownership and control has occurred since its certification;
- (3) where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (4) it is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

"Veteran-owned small business concern" means a small business concern:

- (1) not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) the management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern:

- (1) that is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) whose management and daily business operations are controlled by one or more women.

- (d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a

service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

**I.017 FAR 52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2002)**

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause:

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of:

(i) total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan:

- (ii) total dollars planned to be subcontracted to small business concerns;
  - (iii) total dollars planned to be subcontracted to veteran-owned small business concerns;
  - (iv) total dollars planned to be subcontracted to service-disabled veteran-owned small business;
  - (v) total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) total dollars planned to be subcontracted to small disadvantaged business concerns; and
  - (vii) total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to:
- (i) small business concerns.
  - (ii) veteran-owned small business concerns;
  - (iii) service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) small disadvantaged business concerns, and
  - (vi) women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with:
- (i) small business concerns;
  - (ii) veteran-owned small business concerns;
  - (iii) service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) small disadvantaged business concerns; and
  - (vi) women-owned small business concerns.
- (7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

- (8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.
- (9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction of any public facility) to adopt a plan similar to the plan that complies with the requirements of this clause.
- (10) Assurances that the offeror will:
- (i) operate in any studies or surveys as may be required;
  - (ii) submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;
  - (iii) submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with the paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.
  - (iv) ensure that its subcontractors agree to submit SF 294 and 295.
- (11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):
- (i) source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (ii) organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.
  - (iii) records on each subcontract solicitation resulting in an award of more than \$100,000, indicating:
    - (A) whether small business concerns were solicited and if not, why not;
    - (B) whether veteran-owned small business concerns were solicited and, if not, why not;
    - (C) whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;
    - (D) whether HUBZone small business concerns were solicited and, if not, why not;
    - (E) whether small disadvantaged business concerns were solicited and if not, why not;

- (F) whether women-owned small business concerns were solicited and if not, why not:  
and
- (G) if applicable, the reason award was not made to a small business concern.
- (iv) Records of any outreach efforts to contact:
  - (A) trade associations;
  - (B) business development organizations;
  - (C) conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and
  - (D) veterans service organizations.
- (v) Records of internal guidance and encouragement provided to buyers through:
  - (A) workshops, seminars, training, etc., and
  - (B) monitoring performance to evaluate compliance with the program's requirements.
- (vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
  - (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
  - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
  - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
  - (4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided:
  - (1) the master plan has been approved:



- (2) the offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
  - (3) goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.
- (h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.
- (i) The failure of the Contractor or subcontractor to comply in good faith with:
- (1) the clause of this contract entitled "Utilization Of Small Business Concerns;" or
  - (2) an approved plan required by this clause, shall be a material breach of the contract.
- (j) The Contractor shall submit the following reports:
- (1) Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans.
  - (2) Standard Form 295, Summary Subcontract Report. This report encompasses all the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

**1.018 FAR 52.219-16 – LIQUIDATED DAMAGES – SUBCONTRACTING PLAN (JAN 1999)**

- (a) "Failure to make a good faith effort to comply with the subcontracting plan", as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan", or willful or intentional action to frustrate the plan.
- (b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion, or in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan", the

Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply, shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

- (c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.
- (d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by that commercial plan.
- (e) The Contractor shall have the right of appeal, under the clause in this contract entitled, Disputes, from any final decision of the Contracting Officer.
- (f) Liquidated damages shall be in addition to any other remedies that the Government may have.

**I.019 FAR 52.219-25 – SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM- DISADVANTAGED STATUS AND REPORTING (OCT 1999)**

- (a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22. Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.
- (b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

**I.020 FAR 52.222-1 – NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)**

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

**I.021 FAR 52.222-3 – CONVICT LABOR (JUN 2003)**

- (a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.
- (b) The Contractor is not prohibited from employing persons:
  - (1) on parole or probation to work at paid employment during the term of their sentence;
  - (2) who have been pardoned or who have served their terms; or
  - (3) confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if:
    - (i) the worker is paid or is in an approved work training program on a voluntary basis;
    - (ii) representatives of local union central bodies or similar labor union organizations have been consulted;
    - (iii) such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;
    - (iv) the rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and
    - (v) the Attorney General of the United States has certified that the work-release laws or regulations of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

**I.022 FAR 52.222-4 – CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (SEPT 2000)**

- (a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) Violation: liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.
- (c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

- (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.
  - (2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.
- (e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower-tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

**1.023 FAR 52.222-11 – SUBCONTRACTS (LABOR STANDARDS) (FEB 1988)**

As prescribed in 22.407(a), insert the following clause:

- (a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis-Bacon Act, Contract Work Hours and Safety Standards Act -- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination -- Debarment, Disputes Concerning Labor Standards, Compliance with Davis-Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.
- (b)
  - (1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.
  - (2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

**1.024 RESERVED**

**I.025 FAR 52.222-21 – PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)**

- (a) "Segregated facilities", as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between sexes.
- (b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in the contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**I.026 FAR 52.222-26 – EQUAL OPPORTUNITY (APR 2002)**

- (a) Definition. "United States", as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.
- (b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.
  - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.
  - (2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to:
    - (i) employment;
    - (ii) upgrading;
    - (iii) demotion;
    - (iv) transfer;
    - (v) recruitment or recruitment advertising;
    - (vi) layoff or termination;
    - (vii) rates of pay or other forms of compensation; and
    - (viii) selection for training, including apprenticeship.
  - (3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

- (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - (5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
  - (6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
  - (7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
  - (8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the (OFCCP) for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
  - (9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, in the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
  - (10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
  - (11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

It is a violation of Executive Order 11246 for a Contractor to refuse to employ any applicant or not to assign any person hired in the United States, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, or Wake Island, on the basis that the individual's race, color, religion, sex, or national origin is not compatible with the policies of the country where or for whom the work will be performed (41 CFR 60-1.10). The Contractor shall notify the U.S. Department of State, Assistant Secretary, Bureau of Political-Military Affairs (PM), 2201 C Street NW, Room 6212, Washington, DC 20520, and the U.S. Department of Labor, Deputy Assistant Secretary for Federal Contract Compliance, when it has knowledge of any employee or potential employee being denied an entry visa to a country where this contract will be performed, and it believes the denial is attributable to the race, color, religion, sex, or national origin of the employee or potential employee.

**1.028 FAR 52.222-35 – EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

(a) Definitions. As used in this clause:

"All employment openings" means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

"Executive and top Management" means any employee:

- (1) whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) who customarily and regularly directs the work of two or more other employees;
- (3) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) who customarily and regularly exercises discretionary powers; and
- (5) who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

"Other eligible veteran" means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

"Positions that will be filled from within the Contractor's organization" means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

"Qualified special disabled veteran" means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such

veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

"Special disabled veteran" means:

- (1) a veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability:
  - (i) rated at 30 percent or more; or
  - (ii) rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) a person who was discharged or released from active duty because of a service-connected disability.

"Veteran of the Vietnam era" means a person who:

- (1) served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred:
  - (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) between August 5, 1964, and May 7, 1975, in all other cases; or
- (2) was discharged or released from active duty for a service-connected disability if any part of the active duty was performed:
  - (i) in the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
  - (ii) between August 5, 1964, and May 7, 1975, in all other cases.

(b) General.

- (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as:
  - (i) recruitment, advertising, and job application procedures;
  - (ii) hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
  - (iii) rate of pay or any other form of compensation and changes in compensation;
  - (iv) job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) leaves of absence, sick leave, or any other leave;
  - (vi) fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) activities sponsored by the Contractor including social or recreational programs; and
  - (ix) any other term, condition, or privilege of employment.



- (2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).
- (c) Listing openings.
- (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
  - (2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.
  - (3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.
- (d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.
- (e) Postings.
- (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.
  - (2) The employment notices shall:
    - (i) state the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and
    - (ii) be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.
  - (3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheel chair).

- (4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam Era, and other eligible veterans.
  - (5) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
- (f) Subcontracts.

The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

**1.029 FAR 52.222-36 – AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)**

(a) General.

- (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as:
  - (i) recruitment, advertising, and job application procedures;
  - (ii) hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;
  - (iii) rates of pay or any other form of compensation and changes in compensation;
  - (iv) job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
  - (v) leaves of absence, sick leave, or any other leave;
  - (vi) fringe benefits available by virtue of employment, whether or not administered by the Contractor;
  - (vii) selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
  - (viii) activities sponsored by the Contractor, including social or recreational programs; and
  - (ix) any other term, condition, or privilege of employment.
- (2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings.

- (1) The Contractor agrees to post employment notices stating:
  - (i) the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
  - (ii) the rights of applicants and employees.

- (2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.
- (3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.
- (c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.
- (d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

**I.030 FAR 52.222-37 – EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)**

- (a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on:
  - (1) the number of special disabled veterans, the number of veterans of the Vietnam era, and other eligible veterans in the workforce of the Contractor by job category and hiring location;
  - (2) the total number of new employees hired during the period covered by the report, and of the total, the number of special disabled veterans, the number of veterans of the Vietnam era, and the number of other eligible veterans; and
  - (3) the maximum number and the minimum number of employees of the Contractor during the period covered by the report.
- (b) The Contractor shall report the above items by completing the Form VETS-100, entitled "Federal Contractor Veterans' Employment Report (VETS-100 Report)".
- (c) The Contractor shall submit VETS-100 Reports no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date:
  - (1) as of the end of any pay period between July 1 and August 31 of the year the report is due, or
  - (2) as of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

- (e) The Contractor shall base the count of veterans reported according to paragraph (a) of this clause on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all special disabled veterans, veterans of the Vietnam era, and other eligible veterans who wish to benefit under the affirmative action program at 38 U.S.C.4212 to identify themselves to the Contractor. The invitation shall state:
  - (1) that the information is voluntarily provided;
  - (2) that the information will be kept confidential;
  - (3) disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment: and
  - (4) the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**I.031 FAR 52.222-38 – COMPLIANCE WITH VETERAN’S EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**I.032 FAR 52.223-3 – HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997) ALTERNATE I (JUL 1995)**

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (if none, insert "None")

Identification No.

- (c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.
- (d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or

not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

- (e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.
- (f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.
- (g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.
- (h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:
  - (1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to:
    - (i) apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
    - (ii) obtain medical treatment for those affected by the material; and
    - (iii) have others use, duplicate, and disclose the data for the Government for these purposes.
  - (2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.
  - (3) The Government is not precluded from using similar or identical data acquired from other sources.
- (i) Except as provided in paragraph (i)(2), the Contractor shall prepare and submit a sufficient number of Material Safety Data Sheets (MSDS's), meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous materials identified in paragraph (b) of this clause.
  - (1) For items shipped to consignees, the Contractor shall include a copy of the MSDS's with the packing list or other suitable shipping document which accompanies each shipment. Alternatively, the Contractor is permitted to transmit MSDS's to consignees in advance of receipt of shipments by consignees, if authorized in writing by the Contracting Officer.
  - (2) For items shipped to consignees identified by mailing address as agency depots, distribution centers or customer supply centers, the Contractor shall provide one copy of the MSDS's in or on each shipping container. If affixed to the outside of each container, the MSDS's must be placed in a weather resistant envelope.

**I.033 FAR 52.223-5 – POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) ALTERNATE I (AUG 2003)**

(a) Definitions. As used in this clause:

(1) "Priority chemical" means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to Section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

(2) "Toxic chemical" means a chemical or chemical category listed in 40 CFR 372.65.

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) the emergency planning reporting requirements of Section 302 of EPCRA;

(2) the emergency notice requirements of Section 304 of EPCRA;

(3) the list of Material Safety Data Sheets, required by Section 311 of EPCRA;

(4) the emergency and hazardous chemical inventory forms of Section 312 of EPCRA;

(5) the toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA;

(6) the toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148; and

(7) the environmental management system as described in Section 401 of E.O. 13148.

**I.034 FAR 52.223-10 – WASTE REDUCTION PROGRAM (AUG 2000)**

(a) Definitions. As used in this clause:

"Recycling" means the series of activities, including collection, separation, and processing, by which products or other materials are recovered from the solid waste stream for use in the form of raw materials in the manufacture of products other than fuel for producing heat or power, by combustion.

"Waste prevention" means any change in the design, manufacturing, purchase, or use of materials or products (including packaging) to reduce their amount or toxicity before they are discarded. Waste prevention also refers to the reuse of products or materials.

"Waste reduction" means preventing or decreasing the amount of waste being generated through waste prevention, recycling, or purchasing recycled and environmentally preferable products.

(b) Consistent with the requirements of Section 701 of Executive Order 13101, the Contractor shall establish a program to promote cost-effective waste reduction in all operations and facilities covered by this contract. The Contractor's programs shall comply with applicable Federal, State, and local requirements, specifically including Section 6002 of the Resource Conservation and Recovery Act (42 U.S.C. 6962, et seq.) and implementing regulations (40 CFR part 247).

**I.035 FAR 52.223-11 – OZONE-DEPLETING SUBSTANCES (MAR 2001)**

(a) Definition.

"Ozone-depleting substance". as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as-

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR part 82, Subpart E, as follows:

*Warning*

*Contains (or manufactured with, if applicable) \* \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.*

*\*The Contractor shall insert the name of the substance(s).*

*(end of warning)*

**I.036 FAR 52.223-12 – REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)**

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

**I.037 FAR 52.223-14 – TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)**

- (a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.
- (b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if:
- (1) the facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
  - (2) the facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
  - (3) the facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
  - (4) the facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
    - (i) Major group code 10 (except 1011, 1081, and 1094);
    - (ii) Major group code 12 (except 1241);

- (iii) Major group codes 20 through 39;
  - (iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce);
  - (v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- (5) the facility is not located in the United States or its outlying areas.
- (c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt:
- (1) the Contractor shall notify the Contracting Officer; and
  - (2) the Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall:
    - (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and
    - (ii) continue to file the annual Form R for the life of the contract for such facility.
- (d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.
- (e) Except for acquisitions of commercial items as defined in FAR Part 2, the Contractor shall:
- (1) for competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and
  - (2) include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

**I.038 FAR 52.224-1 – PRIVACY ACT NOTIFICATION (APR 1984)**

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

**I.039 FAR 52.224-2 – PRIVACY ACT (APR 1984)**

The Contractor agrees to:

- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies:
  - (i) the systems of records; and
  - (ii) the design, development, or operation work that the contractor is to perform;



- (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
  - (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.
- (c)
- (1) "Operation of a system of records", as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
  - (2) "Record", as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
  - (3) "System of records on individuals", as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

**I.040 FAR 52.225-1 – BUY AMERICAN ACT-SUPPLIES (JUN 2003)**

(a) Definitions. As used in this clause:

"Component" means an article, material, or supply incorporated directly into an end product.

"Cost of components" means:

- (1) for components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) for components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic end product" means:

- (1) an unmanufactured end product mined or produced in the United States; or
- (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the

agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

"End product" means those articles, materials, and supplies to be acquired under the contract for public use.

"Foreign end product" means an end product other than a domestic end product.

"United States" means the 50 States, the District of Columbia, and outlying areas.

- (b) The Buy American Act (41 U.S.C. 10a-10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled "Buy American Act Certificate."

**I.041 FAR 52.225-9 – BUY AMERICAN ACT - CONSTRUCTION MATERIALS (JUN 2003)**

(a) Definitions. As used in this clause:

"Component" means an article, material, or supply incorporated directly into a construction material.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means:

- (1) for components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) for components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Domestic construction material" means:

- (1) an unmanufactured construction material mined or produced in the United States; or
- (2) a construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all

its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

- (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to the construction material or components listed by the Government as follows: \_\_\_\_\_
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that:
  - (i) the cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent; or
  - (ii) the application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) the construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

(1)

- (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including:
  - (A) a description of the foreign and domestic construction materials;
  - (B) unit of measure;
  - (C) quantity;
  - (D) price;
  - (E) time of delivery or availability;
  - (F) location of the construction project;
  - (G) name and address of the proposed supplier; and
  - (H) a detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
- (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

- (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Construction Materials Price Comparison**

<b>Construction Material Description</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Price (dollars)*</b>
------------------------------------------	------------------------	-----------------	-------------------------

*Item 1*

**Foreign construction material**

**Domestic construction material**

*Item 2*

**Foreign construction material**

**Domestic construction material**

- *List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.*
- *Include other applicable supporting information.*

*\*Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued.)*

**1.042 FAR 52.225-13 – RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JAN 2004)**

- (a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.
- (b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.gov/TerList1.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

**I.043 RESERVED**

**I.044 FAR 52.229-8 – TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)**

- (a) Any tax or duty from which the United States Government is exempt by agreement with the Government of \_\_\_\_\_ [insert name of the foreign government], or from which the Contractor or any subcontractor under this contract is exempt under the laws of \_\_\_\_\_ [insert name of country], shall not constitute an allowable cost under this contract.
- (b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction shall be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

**I.045 FAR 52.230-2 – COST ACCOUNTING STANDARDS (APR 1998)**

- (a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall:
  - (1) (CAS-covered Contracts Only) By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
  - (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.
  - (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.
  - (4)
    - (i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this

clause, the Contractor is required to make to the Contractor's established cost accounting practices.

- (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
  - (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621 of the Internal Revenue Code of 1986 (26 U.S.C.6621) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under the Contract Disputes Act (41 U.S.C.601).
  - (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
  - (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$500,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**1.046 RESERVED**

**1.047 FAR 52.230-6 – ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)**

For the purpose of administering the Cost Accounting Standards (CAS) requirements under this contract, the Contractor shall take the steps outlined in paragraphs (a) through (g) of this clause:

- (a) Submit to the Contracting Officer a description of any cost accounting practice change, the total potential impact of the change on contracts containing a CAS clause, and a general dollar magnitude of the change which identifies the potential shift of costs between CAS-covered contracts by contract type (i.e., firm-fixed-price, incentive, cost-plus-fixed fee, etc.) and other contractor business activity. As related to CAS-covered contracts, the analysis should identify the potential impact on funds of the various Agencies/Departments (i.e., Department of Energy, National Aeronautics and Space Administration, Army, Navy, Air Force, other Department of Defense, other Government) as follows:
- (1) For any change in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards – Educational Institution; within 60 days (or such other date as may be mutually agreed to) after award of a contract requiring this change.
  - (2) For any change in cost accounting practices proposed in accordance with subdivision (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards – Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, not less than 60 days (or such other date as may be mutually agreed to) before the effective date of the proposed change.
  - (3) For any failure to comply with an applicable CAS or to follow a disclosed practice (as contemplated by subparagraph (a)(5) at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards – Educational Institution; or by subparagraph (a)(4) at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices):
    - (i) within 60 days (or such other date as may be mutually agreed to) after the date of agreement with the initial finding of noncompliance, or
    - (ii) in the event of Contractor disagreement with the initial finding of noncompliance, within 60 days of the date the Contractor is notified by the Contracting Officer of the determination of noncompliance.
- (b) After an ACO, or cognizant Federal agency official, determination of materiality, submit a cost impact proposal in the form and manner specified by the Contracting Officer within 60 days (or such other date as may be mutually agreed to) after the date of determination of the adequacy and compliance of a change submitted pursuant to paragraph (a) of this clause. The cost impact proposal shall be in sufficient detail to permit evaluation, determination, and negotiation of the cost impact upon each separate CAS-covered contract and subcontract.
- (1) Cost impact proposals submitted for changes in cost accounting practices required in accordance with subparagraph (a)(3) and subdivision (a)(4)(i) of the clause at FAR 52.230-2, Cost Accounting Standards; or subparagraph (a)(3) and subdivisions (a)(4)(i) or (a)(4)(iv) of the clause at FAR 52.230-5, Cost Accounting Standards – Educational Institution; shall identify the applicable standard or cost principle and all contracts and subcontracts containing the clauses entitled Cost Accounting Standards or Cost Accounting Standards – Educational Institution, which have an award date before the effective date of that standard or cost principle.
  - (2) Cost impact proposals submitted for any change in cost accounting practices proposed in accordance with subdivisions (a)(4)(ii) or (iii) of the clauses at FAR 52.230-2, Cost Accounting Standards, and FAR 52.230-5, Cost Accounting Standards – Educational Institution; or with subparagraph (a)(3) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices; shall identify all contracts and subcontracts

containing the clauses at FAR 52.230-2, Cost Accounting Standards. FAR 52.230-5, Cost Accounting Standards – Educational Institution. and FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices.

- (3) Cost impact proposals submitted for failure to comply with an applicable CAS or to follow a disclosed practice as contemplated by subparagraph (a)(5) of the clauses at FAR 52.230-2, Cost Accounting Standards. and FAR 52.230-5, Cost Accounting Standards – Educational Institution: or by subparagraph (a)(4) of the clause at FAR 52.230-3, Disclosure and Consistency of Cost Accounting Practices, shall identify the cost impact on each separate CAS covered contract from the date of failure to comply until the noncompliance is corrected.
- (c) If the submissions required by paragraphs (a) and (b) of this clause are not submitted within the specified time, or any extension granted by the Contracting Officer, an amount not to exceed 10 percent of each subsequent amount determined payable related to the Contractor's CAS-covered prime contracts, up to the estimated general dollar magnitude of the cost impact, may be withheld until such time as the required submission has been provided in the form and manner specified by the Contracting Officer.
- (d) Agree to appropriate contract and subcontract amendments to reflect adjustments established in accordance with subparagraphs (a)(4) and (a)(5) of the clauses at FAR 52.230-2 and 52.230-5; or with subparagraphs (a)(3) or (a)(4) of the Disclosure and Consistency of Cost Accounting Practices clause at FAR 52.230-3.
- (e) For all subcontracts subject to the clauses at FAR 52.230-2, 52.230-3, or 52.230-5:
  - (1) so state in the body of the subcontract, in the letter of award, or in both (self-deleting clauses shall not be used);
  - (2) include the substance of this clause in all negotiated subcontracts; and
  - (3) within 30 days after award of the subcontract, submit the following information to the Contractor's cognizant contract administration office for transmittal to the contract administration office cognizant of the subcontractor's facility:
    - (i) subcontractor's name and subcontract number.
    - (ii) dollar amount and date of award.
    - (iii) name of Contractor making the award.
- (f) Notify the Contracting Officer in writing of any adjustments required to subcontracts under this contract and agree to an adjustment, based on them, to this contract price or estimated cost and fee. This notice is due within 30 days after proposed subcontract adjustments are received and shall include a proposal for adjusting the higher tier subcontract or the prime contract appropriately.
- (g) For subcontracts containing the clauses at FAR 52.230-2 or 52.230-5, require the subcontractor to comply with all Standards in effect on the date of award or of final agreement on price, as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data, whichever is earlier.

**1.048 FAR 52.232-17 – INTEREST (JUN 1996)**

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the



Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

- (b) Amounts shall be due at the earliest of the following dates:
  - (1) the date fixed under this contract;
  - (2) the date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination;
  - (3) the date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt; or
  - (4) if this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.
- (c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

**I.049 FAR 52.232-24 – PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)**

The assignment of claims under the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15, is prohibited for this contract.

**I.050 FAR 52.233-1 – DISPUTES (JUL 2002) ALTERNATE I (DEC 1991)**

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim", as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d)
  - (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
  - (2)
    - (i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
  - (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
  - (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
  - (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
  - (h) The Government shall pay interest on the amount found due and unpaid from:
    - (1) the date that the Contracting Officer receives the claim (certified, if required); or
    - (2) the date that payment otherwise would be due, if that date is later, until the date of payment.With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
  - (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

**I.051 FAR 52.233-3 – PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)**

- (a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either:
  - (1) cancel the stop-work order; or

- (2) terminate the work covered by the order as provided in the Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if:
  - (1) the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) the Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.
- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.
- (e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.
- (f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

**1.052 FAR 52.236-8 – OTHER CONTRACTS (APR 1984) (DEVIATION)**

- (a) The Government may undertake or award other contracts for additional work, consistent with the Statement of Work and the Lease Agreement, and the Contractor agrees to fully cooperate with such other Contractors and Government employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.
- (b) The Contractor understands that DOE may also, from time to time, utilize the expert or consultative services of other individuals or groups in regard to the scientific, technical, or other aspects of the contract work, and the University agrees to cooperate with these individuals or groups in every reasonable way.

**1.053 FAR 52.237-3 – CONTINUITY OF SERVICES (JAN 1991)**

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to:
  - (1) furnish phase-in training; and

- (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice:
  - (1) furnish phase-in, phase-out services for up to 90 days after this contract expires, and
  - (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**I.054 FAR 52.242-1 – NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)**

- (a) Notwithstanding any other clause of this contract:
  - (1) the Contracting Officer may at any time issue to the Contractor a written notice of intent to disallow specified costs incurred or planned for incurrence under this contract that have been determined not to be allowable under the contract terms; and
  - (2) the Contractor may, after receiving a notice under subparagraph (1) above, submit a written response to the Contracting Officer, with justification for allowance of the costs. If the Contractor does respond within 60 days, the Contracting Officer shall, within 60 days of receiving the response, either make a written withdrawal of the notice or issue a written decision.
- (b) Failure to issue a notice under this Notice of Intent to Disallow Costs clause shall not affect the Government's rights to take exception to incurred costs.

**I.055 FAR 52.242-13 – BANKRUPTCY (JUL 1995)**

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

**1.056 FAR 52.244-5 – COMPETITION IN SUBCONTRACTING (DEC 1996)**

- (a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.
- (b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protégé Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its protégés.

**1.057 FAR 52.244-6 – SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2003)**

- (a) Definitions. As used in this clause:

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.
- (c)
  - (1) The Contractor shall insert the following clauses in subcontracts for commercial items:
    - (i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
    - (ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).
    - (iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));
    - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
    - (v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Apr 2003) (46 U.S.C. Appx. 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).
  - (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**1.058 FAR 52.247-1 – COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)**

If the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

- (a) If the Government is shown as the consignor or the consignee, the annotation shall be:

Transportation is for the \_\_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government.

- (b) If the Government is not shown as the consignor or the consignee, the annotation shall be:

Transportation is for the \_\_\_\_\_ [name the specific agency] and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract No. \_\_\_\_\_. This may be confirmed by contacting \_\_\_\_\_ [Name and address of the contract administration office listed in the contract].

**I.059 FAR 52.247-63 – PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)**

- (a) "International air transportation". means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States.

"United States" means the 50 States, the District of Columbia, and outlying areas.

"U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

- (b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.
- (c) If available, the Contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.
- (d) In the event that the Contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the Contractor shall include a statement on vouchers involving such transportation essentially as follows:

**Statement of Unavailability of U.S.-Flag Air Carriers**

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see section 47.403 of the Federal Acquisition Regulation): [State reasons]:

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(End of statement)

- (e) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase under this contract that may involve international air transportation.

**I.060 FAR 52.247-64 – PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003)**

- (a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 1241(b)) requires that Federal departments and agencies shall transport in privately owned U.S.-

flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). Such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are:

- (1) acquired for a U.S. Government agency account;
  - (2) furnished to, or for the account of, any foreign nation without provision for reimbursement;
  - (3) furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or
  - (4) acquired with advance of funds, loans, or guaranties made by or on behalf of the United States.
- (b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions set forth in paragraph (a) of this clause, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(c)

- (1) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment to both:

- (i) The Contracting Officer, and
- (ii) The Office of Cargo Preference  
Maritime Administration (MAR-590)  
400 Seventh Street, SW  
Washington, DC 20590

Subcontractor bills of lading shall be submitted through the Prime Contractor.

- (2) The Contractor shall furnish these bill of lading copies:
  - (i) within 20 working days of the date of loading for shipments originating in the United States, or
  - (ii) within 30 working days for shipments originating outside the United States. Each bill of lading copy shall contain the following information:
    - (A) sponsoring U.S. Government agency;
    - (B) name of vessel;
    - (C) vessel flag of registry;
    - (D) date of loading;
    - (E) port of loading;
    - (F) port of final discharge;
    - (G) description of commodity;
    - (H) gross weight in pounds and cubic feet if available; and
    - (I) total ocean freight revenue in U.S. dollars.

- (d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e)(4).
- (e) The requirement in paragraph (a) does not apply to:
- (1) cargoes carried in vessels of the Panama Canal Commission or as required or authorized by law or treaty;
  - (2) ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the Foreign Assistance Act of 1961 (22 U.S.C. 2353);
  - (3) shipments of classified supplies when the classification prohibits the use of non-Government vessels, and
  - (4) subcontracts or purchase orders for the acquisition of commercial items unless:
    - (i) this contract is a:
      - (A) contract or agreement for ocean transportation services; or
      - (B) construction contract; or
    - (ii) the supplies being transported are:
      - (A) items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items when it subcontracts items for f.o.b. destination shipment); or
      - (B) shipped in direct support of U.S. military:
        - (1) contingency operations;
        - (2) exercises; or
        - (3) forces deployed in connection with United Nations or North Atlantic Treaty Organization humanitarian or peacekeeping operations.
- (f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the:

Office of Costs and Rates  
Maritime Administration  
400 Seventh Street, SW  
Washington, DC 20590  
Phone: 202-366-4610

**1.061 FAR 52.247-67 – SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)**

- (a)
- (1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid:
    - (i) by the Contractor under a cost-reimbursement contract; and
    - (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.



- (2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration  
Attn: FWA  
1800 F Street, NW  
Washington, DC 20405

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

- (c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.
- (d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show:
- (1) the name and address of the Contractor;
  - (2) the contract number including any alpha-numeric prefix identifying the contracting office;
  - (3) the name and address of the contracting office;
  - (4) the total number of bills submitted with the statement; and
  - (5) a listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

**I.062 FAR 52.249-6 – TERMINATION (COST-REIMBURSEMENT) (SEP 1996) AS MODIFIED BY DEAR 970.4905-1 (DEC 2000)**

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if:
- (1) the Contracting Officer determines that a termination is in the Government's interest; or
  - (2) the Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or

negligence of the Contractor as set forth in the Excusable Delays clause. the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.

- (c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
- (1) Stop work as specified in the notice.
  - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
  - (3) Terminate all subcontracts to the extent they relate to the work terminated.
  - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
  - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.
  - (6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government:
    - (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;
    - (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and
    - (iii) the jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.
  - (7) Complete performance of the work not terminated.
  - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.
  - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in paragraph (c)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.
- (e) After expiration of the plant clearance period as defined in Subpart 45.6 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as

to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

- (f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.
- (h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:
  - (1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.
  - (2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in paragraph (h)(1) of this clause.
  - (3) The reasonable costs of settlement of the work terminated, including:
    - (i) accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
    - (ii) the termination and settlement of subcontracts (excluding the amounts of such settlements); and
    - (iii) storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.
  - (4) A portion of the fee payable under the contract, determined as follows:
    - (i) if the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee, or
    - (ii) if the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services)

delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

- (5) If the settlement includes only fee, it will be determined under paragraph (h)(4) of this clause.
- (i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation as supplemented in Subpart 970.31 of the Department of Energy Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor:
- (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken: or
  - (2) the amount finally determined on an appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted:
- (1) all unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;
  - (2) any claim which the Government has against the Contractor under this contract; and
  - (3) the agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.
- (l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.
- (m)
- (1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
  - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

**1.063 FAR 52.249-14 – EXCUSABLE DELAYS (APR 1994)**

(a) Except for defaults of subcontractors at any tier, the Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of these causes are:

- (1) acts of God or of the public enemy
- (2) acts of the Government in either its sovereign or contractual capacity
- (3) fires
- (4) floods
- (5) epidemics
- (6) quarantine restrictions
- (7) strikes
- (8) freight embargoes
- (9) unusually severe weather

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. "Default" includes failure to make progress in the work so as to endanger performance.

(b) If the failure to perform is caused by the failure of a subcontractor at any tier to perform or make progress, and if the cause of the failure was beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be deemed to be in default, unless:

- (1) the subcontracted supplies or services were obtainable from other sources;
- (2) the Contracting Officer ordered the Contractor in writing to purchase these supplies or services from the other source; and
- (3) the Contractor failed to comply reasonably with this order.

(c) Upon request of the Contractor, the Contracting Officer shall ascertain the facts and extent of the failure. If the Contracting Officer determines that any failure to perform results from one or more of the causes above, the delivery schedule shall be revised, subject to the rights of the Government under the termination clause of this contract.

**1.064 FAR 52.251-1 – GOVERNMENT SUPPLY SOURCES (APR 1984)**

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property", as distinguished from "Government property." The provisions of the clause entitled "Government Property", except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

**1.065 FAR 52.251-2 – INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)**

The Contracting Officer may issue the Contractor an authorization to obtain interagency fleet management system (IFMS) vehicles and related services for use in the performance of this contract. The use, service, and maintenance of interagency fleet management system vehicles and the use of related services by the Contractor shall be in accordance with 41 CFR 101-39 and 41 CFR 101-38.301-1.

**I.066 FAR 52.252-6 – AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any FAR or DEAR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

**I.067 FAR 52.253-1 – COMPUTER GENERATED FORMS (JAN 1991)**

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

**I.068 RESERVED**

**I.069 DEAR 952.203-70 – WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)**

- (a) The contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.
- (b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

**I.070 DEAR 952.204-71 – SENSITIVE FOREIGN NATIONS CONTROLS (APR 1994)**

- (a) In connection with any activities in the performance of this contract, the contractor agrees to comply with the "Sensitive Foreign Nations Controls" requirements attached to this contract, Appendix J, relating to those countries, which may from time to time, be identified to the contractor by written notice as sensitive foreign nations. The contractor shall have the right to terminate its performance under this contract upon at least 60 days' prior written notice to the contracting officer if the contractor determines that it is unable, without substantially interfering with its polices or without adversely impacting its performance to continue performance of the work under this contract as a result of such notification. If the contractor elects to terminate performance, the provisions of this contract regarding termination for the convenience of the Government shall apply.
- (b) The provisions of this clause shall be included in any subcontracts.

**I.071 DEAR 952.204-72 – DISCLOSURE OF INFORMATION (APR 1994)**

- (a) It is mutually expected that the activities under this contract will not involve classified information. It is understood, however, that if in the opinion of either party, this expectation changes prior to the expiration or terminating of all activities under this contract, said party shall notify the other party accordingly in writing without delay. In any event, the contractor shall classify, safeguard, and otherwise act with respect to all classified information in accordance with applicable law and the requirements of DOE, and shall promptly inform DOE in writing if and when classified information becomes involved, or in the mutual judgment of the parties it appears likely that classified information or material may become involved. The contractor shall have the right to terminate performance of the work under this contract and in such event the provisions of this contract respecting termination for the convenience of the Government shall apply.
- (b) The contractor shall not permit any individual to have access to classified information except in accordance with the Atomic Energy Act 1954, as amended, Executive Order 12356, and DOE's regulations or requirements.
- (c) The term "Restricted Data" as used in this clause means all data concerning the design, manufacture, or utilization of atomic weapons, the production of special nuclear material or the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to section 142 of the Atomic Energy Act of 1954, as amended.

**I.072 DEAR 952.204-75 – PUBLIC AFFAIRS (DEC 2000)**

- (a) The Contractor must cooperate with the Department in releasing unclassified information to the public and news media regarding DOE policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.
- (b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.
- (c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.
- (d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.
- (e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with Members of Congress relating to the effort performed under the contract.
- (f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.

- (g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the Department and fully and accurately credit the Department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

**I.073 DEAR 952.208-7 – TAGGING OF LEASED VEHICLES (APR 1984)**

- (a) DOE intends to use U.S. Government license tags.
- (b) While it is the intention that vehicles leased hereunder shall operate on Federal tags, the DOE reserves the right to utilize State tags if necessary to accomplish its mission. Should State tags be required, the contractor shall furnish the DOE the documentation required by the State to acquire such tags.

**I.074 DEAR 952.209-72 – ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997)  
ALTERNATE I (JUN 1997)**

- (a) Purpose. The purpose of this clause is to ensure that the contractor:
  - (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and
  - (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "contractor") in the activities covered by this clause as a prime contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
  - (1) Use of Contractor's Work Product.
    - (i) The contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for advisory and assistance services.
    - (ii) If, under this contract, the contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.
    - (iii) Nothing in this paragraph shall preclude the contractor from offering or selling its standard and commercial items to the Government.



(2) Access to and use of information.

- (i) If the contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the contractor agrees that without prior written approval of the contracting officer it shall not:
  - (A) use such information for any private purpose unless the information has been released or otherwise made available to the public;
  - (B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;
  - (C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; or
  - (D) release such information unless such information has previously been released or otherwise made available to the public by the Department.
- (ii) In addition, the contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.
- (iii) The contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

- (1) The contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.
  - (2) In the event that the contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.
- (d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.
- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support

thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

(f) Subcontracts.

- (1) The contractor shall include a clause, substantially similar to this clause, including this paragraph (f), in subcontracts expected to exceed the simplified acquisition threshold determined in accordance with FAR Part 13 and involving the performance of advisory and assistance services as that term is defined at FAR 37.201. The terms "contract," "contractor", and "contracting officer" shall be appropriately modified to preserve the Government's rights.
- (2) Prior to the award under this contract of any such subcontracts for advisory and assistance services, the contractor shall obtain from the proposed subcontractor or consultant the disclosure required by DEAR 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest. Where an actual or significant potential organizational conflict of interest is identified, the contractor shall take actions to avoid, neutralize, or mitigate the organizational conflict to the satisfaction of the contractor. If the conflict cannot be avoided or neutralized, the contractor must obtain the approval of the DOE contracting officer prior to entering into the subcontract.

**I.075 DEAR 952.211-71 – PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES)  
(JUN 1996) ALTERNATE I (JUN 1996)**

- (a) This contract may be eligible for priorities and allocations support, as provided for by section 101(c) of the Defense Production Act of 1950, as amended by the Energy Policy and Conservation Act (Pub. L. 94-163, 42 U.S.C. 6201 et seq.) if its purpose is determined to be to maximize domestic energy supplies. Eligibility is dependent on an executive decision on a case-by-case basis with the decision being jointly made by the Departments of Energy and Commerce.
- (b) DOE regulations regarding material allocations and priority performance under contracts or orders to maximize domestic energy supplies can be found at Part 216 of Title 10 of the Code of Federal Regulations (10 CFR Part 216).
- (c) Additional guidance is provided by DOE Publication MA-0192, "Priorities and Allocations Support for Energy: Keeping Energy Programs on Schedule", dated August 1985, as it may from time to time be revised. Copies may be obtained by written request to: Department of Energy, Office of Scientific and Technical Information (OSTI), Post Office Box 62, Oak Ridge, Tennessee 37830.

**I.076 DEAR 952.215-70 – KEY PERSONNEL (DEC 2000) (DEVIATION)**

- (a) The Contractor agrees that the U.S. Department of Energy, through the Contracting Officer, shall be informed, in advance, of the appointment of those individuals, listed below, to the positions of Director and Deputy Director of the Laboratory. The President of the University reserves the prerogative and discretion to remove either the Director or Deputy Director, as such individual specifically serve "at the pleasure of the President" of Stanford University.

- (b) Should either of the above-named individuals become unavailable for assignment for work under the contract, the Contractor shall replace him with an employee, acceptable to the Contracting Officer, having substantially equal abilities and qualifications.

**1.077 DEAR 952.217-70 – ACQUISITION OF REAL PROPERTY (APR 1984)**

- (a) Notwithstanding any other provision of the contract, the prior approval of the contracting officer shall be obtained when, in performance of this contract, the contractor acquires or proposes to acquire use of real property by:
  - (1) Purchase, on the Government's behalf or in the contractor's own name, with title eventually vesting in the Government.
  - (2) Lease and the Government assume liability for, or will otherwise pay for the obligation under the lease as a reimbursable contract cost.
  - (3) Acquisition of temporary interest through easement, license or permit, and the Government funds the entire cost of the temporary interest.
- (b) Justification of and execution of any real property acquisitions shall be in accordance and compliance with directions provided by the contracting officer.
- (c) The substance of this clause, including this paragraph (c), shall be included in any subcontract occasioned by this contract under which property described in paragraph (a) of this clause shall be acquired.

**1.078 DEAR 952.223-75 – PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)**

Individual occupational radiation exposure records generated in the performance of work under this contract shall be subject to inspection by DOE and shall be preserved by the contractor until disposal is authorized by DOE or at the option of the contractor delivered to DOE upon completion or termination of the contract. If the contractor exercises the foregoing option, title to such records shall vest in DOE upon delivery.

**1.079 DEAR 952.224-70 – PAPERWORK REDUCTION ACT (APR 1994)**

- (a) In the event that it subsequently becomes a contractual requirement to collect or record information calling either for answer to identical questions from 10 or more persons other than Federal employees, or information from Federal employees which is to be used for statistical compilations of general public interest, the Paperwork Reduction Act will apply to this contract. No plan, questionnaire, interview guide, or other similar device for collecting information (whether repetitive or single-time) may be used without first obtaining clearance from the Office of Management and Budget (OMB).
- (b) The contractor shall request the required OMB clearance from the contracting officer before expending any funds or making public contacts for the collection of data. The authority to expend funds and to proceed with the collection of data shall be in writing by the contracting officer. The contractor must plan at least 90 days for OMB clearance. Excessive delay caused by the Government which arises out of causes beyond the control and without the fault or negligence of the contractor will be considered in accordance with the clause entitled "Excusable Delays", if such clause is applicable. If not, the period of performance may be extended pursuant to this clause if approved by the contracting officer.

**I.080 DEAR 952.226-74 – DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)**

(a) Definition.

Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility:

- (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause),
  - (2) who has also met the eligibility criteria contained in the Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, and
  - (3) who is qualified for a particular job vacancy with the Department or one of its contractors with respect to work under its contract with the Department at the time the particular position is available.
- (b) Consistent with Department of Energy guidance for contractor work force restructuring, as may be amended or supplemented from time to time, the contractor agrees that it will provide a preference in hiring to an eligible employee to the extent practicable for work performed under this contract.
- (c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403) expected to exceed \$500,000.

**I.081 DEAR 952.242-70 – TECHNICAL DIRECTION (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
- (1) providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work;
  - (2) providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description; and
  - (3) reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.
- (b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:
- (1) constitutes an assignment of additional work outside the Statement of Work;
  - (2) constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) in any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) interferes with the contractor's right to perform the terms and conditions of the contract.

- (d) All technical direction shall be issued in writing by the COR.
- (e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:
  - (1) advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract:
  - (2) advise the contractor in writing within a reasonable time that the Government will issue a written change order: or
  - (3) advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR. [\*81009]
- (f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes".

**1.082 DEAR 952.247-70 – FOREIGN TRAVEL (DEC 2000)**

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.A. Official Foreign Travel, or any subsequent version of the order in effect at the time of award.

**1.083 DEAR 952.250-70 – NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)**

- (a) Authority. This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) Definitions. The definitions set out in the Act shall apply to this clause.
- (c) Financial protection. Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d)
  - (1) Indemnification. To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause: and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170e.(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$100 million in the aggregate for each nuclear incident occurring

outside the United States, irrespective of the number of persons indemnified in connection with this contract.

- (2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.

(e)

- (1) Waiver of Defenses. In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence which:
  - (i) arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility;
  - (ii) arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility;
  - (iii) arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
  - (iv) arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:
    - (A) any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:
      - (1) negligence;
      - (2) contributory negligence;
      - (3) assumption of risk; or
      - (4) unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
    - (B) any issue or defense as to charitable or governmental immunity; and
    - (C) any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
  - (v) The term extraordinary nuclear occurrence means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

- (vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth above:
- (i) shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
  - (ii) shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
  - (iii) shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;
  - (iv) shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;
  - (v) shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefore are either payable or required to be provided under any workmen's compensation or occupational disease law;
  - (vi) shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
  - (vii) shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
  - (viii) shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) Notification and litigation of claims. The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) Continuity of DOE obligations. The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.

- (h) Effect of other clauses. The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) Civil penalties. The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders.
- (j) Criminal penalties. Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) Inclusion in subcontracts. The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

**I.084 DEAR 952.251-70 – CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)  
(DEVIATION)**

- (a) Consistent with contract-authorized travel requirements and the written direction of the Contracting Officer, Contractor's employees shall make best efforts to take advantage of travel discounts offered to Federal contractor employee travelers by AMTRAK, hotels, motels, or car rental companies, when use of such discounts would result in lower overall trip costs and the discounted services are reasonably available. Vendors providing these services may require the contractor employee to furnish them a letter of identification signed by the authorized contracting officer.
- (b) Contracted airlines. Contractors are not eligible for GSA contract city pair fares.
- (c) Discount rail service. AMTRAK voluntarily offers discounts to Federal travelers on official business and sometimes extends those discounts to Federal contractor employees.
- (d) Hotels/motels. Many lodging providers extend their discount rates for Federal employees to Federal contractor employees.
- (e) Car rentals. The Military Traffic Management Command (MTMC) of the Department of Defense negotiates rate agreements with car rental companies that are available to Federal travelers on official business. Some car rental companies extend those discounts to Federal contractor employees.
- (f) Obtaining travel discounts.
  - (1) To determine which vendors offer discounts to Government contractors, the contractor may review commercial publications such as the Official Airline guides Official Traveler, Innovata, or National Telecommunications. The contractor may also obtain this information



from GSA contract Travel Management Centers or the Department of Defense's Commercial Travel Offices.

- (2) The vendor providing the service may require the Government contractor to furnish a letter signed by the contracting officer. The following illustrates a standard letter of identification:

<p><i>OFFICIAL AGENCY LETTERHEAD</i></p> <p><i>TO: Participating Vendor</i></p> <p><i>SUBJECT: OFFICIAL TRAVEL OF GOVERNMENT CONTRACTOR</i></p> <p><i>(FULL NAME OF TRAVELER), the bearer of this letter is an employee of (COMPANY NAME) which has a contract with this agency under Government contract (CONTRACT NUMBER). During the period of the contract (GIVE DATES), AND WITH THE APPROVAL OF THE CONTRACT VENDOR, the employee is eligible and authorized to use available travel discount rates in accordance with Government contracts and/or agreements. Government Contract City Pair fares are not available to Contractors.</i></p> <p><i>SIGNATURE, Title and telephone number of Contracting Officer</i></p>
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**I.085 DEAR 970.5203-1 – MANAGEMENT CONTROLS (DEC 2000) (DEVIATION)**

(a)

- (1) The contractor shall be responsible for maintaining, as an integral part of its organization, effective systems of management controls for both administrative and programmatic functions. Management controls comprise the plan of organization, methods, and procedures adopted by management to reasonably ensure that: the mission and functions assigned to the contractor are properly executed; efficient and effective operations are promoted; resources are safeguarded against waste, loss, mismanagement, unauthorized use, or misappropriation; all encumbrances and costs that are incurred under the contract and fees that are earned are in compliance with applicable clauses and other current terms, conditions, and intended purposes; all collections accruing to the contractor in connection with the work under this contract, expenditures, and all other transactions and assets are properly recorded, managed, and reported; and financial, statistical, and other reports necessary to maintain accountability and managerial control are accurate, reliable, and timely.
- (2) The systems of controls employed by the contractor shall be documented and satisfactory to DOE.
- (3) Such systems shall be an integral part of the contractor's management functions, including defining specific roles and responsibilities for each level of management, and holding employees accountable for the adequacy of the management systems and controls in their areas of assigned responsibility.
- (4) The contractor shall, as part of the internal audit program required elsewhere in this contract, periodically review the management systems and controls employed in programs and administrative areas to ensure that they are adequate to provide reasonable assurance that the objectives of the systems are being accomplished and that these systems and controls are working effectively. Annually, or at other intervals directed by the contracting officer copies of the reports reflecting the status of recommendations that result from audits of business, financial, or management controls performed by its internal audit activity and any other audit activity.

- (b) The contractor shall be responsible for maintaining, as a part of its operational responsibilities, a baseline quality assurance program that implements documented performance, quality standards, and control and assessment techniques.
- (c) On an annual basis, the Contractor, through an officer at a level above the Laboratory Director, shall submit an assurance to the Contracting Officer that the system of management controls, including all systems revised in accordance with the clause of this Contract entitled, "Application of DOE Contractor Requirements Documents", is adequate to assure that the objectives of the management system are being accomplished and that the system and controls are effective and efficient.

**I.086 DEAR 970.5203-2 – PERFORMANCE IMPROVEMENT AND COLLABORATION (DEC 2000)**

- (a) The contractor agrees that it shall affirmatively identify, evaluate, and institute practices, where appropriate, that will improve performance in the areas of environmental and health, safety, scientific and technical, security, business and administrative, and any other areas of performance in the management and operation of the contract. This may entail the alteration of existing practices or the institution of new procedures to more effectively or efficiently perform any aspect of contract performance or reduce overall cost of operation under the contract. Such improvements may result from changes in organization, simplification of systems while retaining necessary controls, or any other approaches consistent with the statement of work and performance measures of this contract.
- (b) The contractor agrees to work collaboratively with the Department, all other management and operating, DOE major facilities management contractors and affiliated contractors which manage or operate DOE sites or facilities for the following purposes: (i) to exchange information generally, (ii) to evaluate concepts that may be of benefit in resolving common issues, in confronting common problems, or in reducing costs of operations, and (iii) to otherwise identify and implement DOE-complex-wide management improvements discussed in paragraph (a). In doing so, it shall also affirmatively provide information relating to its management improvements to such contractors, including lessons learned, subject to security considerations and the protection of data proprietary to third parties.
- (c) The contractor may consult with the contracting officer in those instances in which improvements being considered pursuant to paragraph (a) involve the cooperation of the DOE. The contractor may request the assistance of the contracting officer in the communication of the success of improvements to other management and operating contractors in accordance with paragraph (b) of this clause.
- (d) The contractor shall notify the contracting officer and seek approval where necessary to fulfill its obligations under the contract. Compliance with this clause in no way alters the obligations of the Contractor under any other provision of this contract.

**I.087 DEAR 970.5203-3 – CONTRACTOR'S ORGANIZATION (DEC 2000) (DEVIATION)**

- (a) Organization chart. As promptly as possible after the execution of this contract, the contractor shall furnish to the contracting officer a chart showing the names, duties, and organization of managerial personnel as that term is defined in the Additional Definitions clause to be employed in connection with the work, and shall furnish supplemental information to reflect any changes as they occur.
- (b) Supervisory representative of contractor. Unless otherwise directed by the contracting officer, a competent full-time resident supervisory representative of the contractor satisfactory to the contracting officer shall be in charge of the work at the site, and any work off-site, at all times.

- (c) Control of employees. The contractor shall be responsible for maintaining satisfactory standards of employee competency, conduct, and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.
- (d) Standards and procedures. The contractor shall establish such standards and procedures as are necessary to implement the requirements set forth in 48 CFR 970.0371. Such standards and procedures shall be subject to the approval of the contracting officer.

**I.088 DEAR 970.5204-2 – LAWS, REGULATIONS AND DOE DIRECTIVES (DEC 2000)  
(DEVIATION)**

- (a) In performing work under this contract, the contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. A List of Applicable Laws and Regulations (Appendix E/List A) may be appended to this contract for information purposes. Omission of any applicable law or regulation from Appendix E/List A does not affect the obligation of the contractor to comply with such law or regulation pursuant to this paragraph.
- (b) The Contractor will perform the work of this Contract in accordance with each of the Contractor Requirements Documents (CRDs) appended to this Contract as "Appendix E", until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism resulting from the process described in the clause of this contract, entitled, "Application of DOE Contractor Requirements Documents".
- (c) Except as otherwise directed by the Contracting Officer, the contractor shall procure all necessary permits or licenses required for the performance of work under this contract.
- (d) Regardless of the performer of the work, the contractor is responsible for compliance with the requirements of this clause. The contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

**I.089 DEAR 970.5204-3 – ACCESS TO AND OWNERSHIP OF RECORDS (DEC 2000)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of the contract.
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
  - (1) Employment-related records (such as workers' compensation files; employee relations records; records on salary and employee benefits; drug testing records; labor negotiation records; records on ethics, employee concerns, and other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/ health-related records and similar files), and non-employee patient medical/health related records, except for those records described by the contract as being maintained in Privacy Act systems of records.

- (2) Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
- (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and
- (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
- (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
  - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
  - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract in the possession of the contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the contracting officer, the contractor shall deliver such records to a location specified by the contracting officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.
- (f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the contractor. In addition, the contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.

- (g) Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:
- (i) the value of the subcontract is greater than \$2 million (unless specifically waived by the contracting officer):
  - (ii) the contracting officer determines that the subcontract is, or involves, a critical task related to the contract: or
  - (iii) the subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

**1.090 DEAR 970.5208-1 – PRINTING (DEC 2000)**

- (a) To the extent that duplicating or printing services may be required in the performance of this contract, the Contractor shall provide or secure such services in accordance with the Government Printing and Binding Regulations, Title 44 of the U.S. Code, and DOE Directives relative thereto.
- (b) The term "Printing" includes the following processes: Composition, platemaking, presswork, binding, microform publishing, or the end items produced by such processes. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single page, or no more than 25,000 units in the aggregate of multiple pages, will not be deemed to be printing.
- (c) Printing services not obtained in compliance with this guidance shall result in the cost of such printing being disallowed.
- (d) The Contractor shall include the substance of this clause in all subcontracts hereunder which require printing (as that term is defined in Title I of the U.S. Government Printing and Binding Regulations).

**1.091 DEAR 970.5215-2 – MAKE OR BUY PLAN (DEC 2000)**

- (a) Definitions.

"Buy item" means a work activity, supply, or service to be produced or performed by an outside source, including a subcontractor or an affiliate, subsidiary, or division of the contractor.

"Make item" means a work activity, supply, or service to be produced or performed by the contractor using its personnel and other resources at the Department of Energy facility or site.

"Make-or-buy plan" means a contractor's written program for the contract that identifies work efforts or requirements that either are "make items" or "buy items."

- (b) Make-or-buy plan. The contractor shall develop and implement a make-or-buy plan that establishes a preference for providing supplies and services on a least-cost basis, subject to any specific make or buy criteria identified in the contract or otherwise provided by the contracting officer. In developing and implementing its make-or-buy plan, the contractor agrees to assess subcontracting opportunities and implement subcontracting decisions in accordance with the following:
  - (1) The contractor shall conduct internal productivity improvement and cost-reduction programs so that in-house performance options can be made more efficient and cost-effective.

- (2) The contractor shall consider subcontracting opportunities with the maximum practicable regard for open communications with potentially affected employees and their representatives. Similarly, a contractor shall communicate its plans, activities, cost-benefit analyses, and decisions to those stakeholders, including representatives of the community and local businesses, likely to be affected by such actions.
- (c) Submission and approval. For new contract awards, the contractor shall submit an initial make-or-buy plan, for approval, within 180 days after contract award. If the existing contract is to be extended, the contractor shall submit a make-or-buy plan for review and approval at least 90 days prior to the commencement of the negotiations for the extension. The following documentation shall be prepared and submitted:
  - (1) a description of the each work item, and if appropriate, the identification of the associated Work Authorization or Work Breakdown Structure element;
  - (2) the categorization of each work item as "must make", "must buy", or "can make or buy", with the reasons for such categorization in consideration of the program specific make or buy criteria (including least cost considerations). For non-core capabilities categorized as "must make", a cost/benefit analysis must be performed for each item if:
    - (i) the contractor is not the least-cost performer, and
    - (ii) a program specific make-or-buy criterion does not otherwise justify a "must make" categorization;
  - (3) a decision to either "make" or "buy" in consideration of the program specific make or buy criteria (including least cost considerations) for work effort categorized as "can make or buy";
  - (4) identification of potential suppliers and subcontractors, if known, and their location and size status;
  - (5) a recommendation to defer a make or buy decision where categorization of an identifiable work effort is impracticable at the time of initial development of the plan and a schedule for future re-evaluation;
  - (6) a description of the impact of a change in current practice of making or buying on the existing work force; and
  - (7) any additional information appropriate to support and explain the plan.
- (d) Conduct of operations. Once a make-or-buy plan is approved, the contractor shall perform in accordance with the plan.
- (e) Changes to the make-or-buy plan. The make-or-buy plan established in accordance with paragraph (b) of this clause shall remain in effect for the term of the contract, unless:
  - (1) a lesser period is provided either for the total plan or for individual items or work effort;
  - (2) the circumstances supporting the make-or-buy decisions change;
  - (3) new work is identified; or
  - (4) at least annually, the contractor shall review its approved make-or-buy plan to ensure that it reflects current conditions. Changes to the approved make-or-buy plan shall be submitted in advance of the effective date of the proposed change in sufficient time to permit evaluation and review. Changes shall be submitted in accordance with the instructions provided by the contracting officer. Modification of the make-or-buy plan to incorporate proposed changes

or additions shall be effective upon the contractor's receipt of the contracting officer's written approval.

**1.092 RESERVED**

**1.093 DEAR 970.5222-1 – COLLECTIVE BARGAINING AGREEMENTS-MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)**

When negotiating collective bargaining agreements applicable to the work force under this contract, the Contractor shall use its best efforts to ensure such agreements contain provisions designed to assure continuity of services. All such agreements entered into during the contract period of performance should provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout, or other interruption of normal operations. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties mutually agree upon some other method of assuring continuity of operations. As part of such agreements, management and labor should agree to cooperate fully with the Federal Mediation and Conciliation Service. The contractor shall include the substance of this clause in any subcontracts for protective services or other services performed on the DOE-owned site which will affect the continuity of operation of the facility.

**1.094 DEAR 970.5222-2 – OVERTIME MANAGEMENT (DEC 2000)**

- (a) The contractor shall maintain adequate internal controls to ensure that employee overtime is authorized only if cost effective and necessary to ensure performance of work under this contract.
- (b) The contractor shall notify the contracting officer when in any given year it is likely that overtime usage as a percentage of payroll may exceed 4%.
- (c) The contracting officer may require the submission, for approval, of a formal annual overtime control plan whenever contractor overtime usage as a percentage of payroll has exceeded, or is likely to exceed, 4%, or if the contracting officer otherwise deems overtime expenditures excessive. The plan shall include, at a minimum:
  - (1) an overtime premium fund (maximum dollar amount):
  - (2) specific controls for casual overtime for non-exempt employees;
  - (3) specific parameters for allowability of exempt overtime;
  - (4) an evaluation of alternatives to the use of overtime; and
  - (5) submission of a semi-annual report that includes for exempt and non-exempt employees:
    - (i) total cost of overtime;
    - (ii) total cost of straight time;
    - (iii) overtime cost as a percentage of straight-time cost;
    - (iv) total overtime hours;
    - (v) total straight-time hours; and
    - (vi) overtime hours as a percentage of straight-time hours.

**I.095 DEAR 970.5223-1 – INTEGRATION OF ENVIRONMENT, SAFETY AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)**

- (a) For the purposes of this clause:
- (1) safety encompasses environment, safety and health, including pollution prevention and waste minimization;
  - (2) employees include subcontractor employees.
- (b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:
- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
  - (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.
  - (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
- (1) define the scope of work;
  - (2) identify and analyze hazards associated with the work;
  - (3) develop and implement hazard controls;
  - (4) perform work within controls; and



- (5) provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.
- (h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.
- (i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

**I.096 DEAR 970.5223-2 – AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003)**

- (a) In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13101 and the U.S. Department of Energy (DOE) Affirmative Procurement Program Guidance. This guidance includes requirements concerning environmentally

preferable products and services. recycled content products and biobased products. This guidance is available on the Internet.

- (b) In complying with the requirements of paragraph (a) of this clause, the Contractor shall coordinate its activities with the DOE Recycling Coordinator. Reports required by paragraph (c) of this clause shall be submitted through the DOE Recycling Coordinator.
- (c) The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content.
- (d) If the Contractor subcontracts a significant portion of the operation of the Government facility which includes the acquisition of items designated in EPA's Comprehensive Procurement Guidelines, the subcontract shall contain a clause substantially the same as this clause. The EPA Comprehensive Procurement Guidelines identify products which Federal agencies and their Contractors are to procure with recycled content pursuant to 40 CFR 247. Examples of such a subcontract would be operation of the facility supply function, construction or remodeling at the facility, or maintenance of the facility motor vehicle fleet. In situations in which the facility management contractor can reasonably determine the amount of products with recovered/recycled content to be acquired under the subcontract, the facility management contractor is not required to flow down the reporting requirement of this clause. Instead, the facility management contractor may include such quantities in its own report and include an agreement in the subcontract that such products will be acquired with recovered/recycled content and that the subcontractor will advise if it is unable to procure such products with recovered/recycled content because the product is not available (i) competitively within a reasonable time, (ii) at a reasonable price, or, (iii) within the performance requirements. If reports are required of the subcontractor, such reports shall be submitted to the facility management contractor. The reports may be submitted at the conclusion of the subcontract term provided that the subcontract delivery term is not multi-year in nature. If the delivery term is multi-year, the subcontractor shall report its accomplishments for each Federal fiscal year in a manner and at a time or times acceptable to both parties
- (e) When this clause is used in a subcontract, the word "Contractor" will be understood to mean "subcontractor" and the term "DOE Recycling Coordinator" will be understood to mean "Contractor Recycling Coordinator."

**I.097 DEAR 970.5223-4 – WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (MAR 2003)**

- (a) Program Implementation. The contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
  - (1) The contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the contractor believes may be subject to the requirements of 10 CFR part 707.

- (2) The DOE prime contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
- (3) The contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

**1.098 DEAR 970.5223-5 – DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY (OCT 2003)**

When managing Government-owned vehicles for the Department of Energy, the Contractor will conduct operations relating to such vehicles in accordance with the goals and requirements of Executive Order 13149, Greening the Government Through Federal Fleet and Transportation Efficiency, and implementing guidance contained in the document entitled U.S. Department of Energy Compliance Strategy for Executive Order 13149 (April 2001) and future revisions of this compliance strategy that are identified in writing by the Contracting Officer. Section 506 of Executive Order 13149 exempts military tactical, law enforcement, and emergency vehicles from the requirements of the order.

**1.099 DEAR 970.5226-1 – DIVERSITY PLAN (DEC 2000)**

The Contractor shall submit a Diversity Plan to the contracting officer for approval within 90 days after the effective date of this contract (or contract modification, if appropriate). The contractor shall submit an update to its Plan annually or with its annual fee proposal. Guidance for preparation of a Diversity Plan is provided in Appendix-1. The Plan shall include innovative strategies for increasing opportunities to fully use the talents and capabilities of a diverse work force. The Plan shall address, at a minimum, the Contractor's approach for promoting diversity through (1) the Contractor's work force, (2) educational outreach, (3) community involvement and outreach, (4) subcontracting, (5) economic development (including technology transfer), and (6) the prevention of profiling based on race or national origin.

**1.0100 DEAR 970.5226-3 – COMMUNITY COMMITMENT (DEC 2000)**

It is the policy of the DOE to be a constructive partner in the geographic region in which DOE conducts its business. The basic elements of this policy include:

- (1) recognizing the diverse interests of the region and its stakeholders,
- (2) engaging regional stakeholders in issues and concerns of mutual interest, and
- (3) recognizing that giving back to the community is a worthwhile business practice. Accordingly, the Contractor agrees that its business operations and performance under the Contract will be consistent with the intent of the policy and elements set forth above.

**1.0101 DEAR 970.5227-2 – RIGHTS IN DATA-TECHNOLOGY TRANSFER (DEC 2000)**

(a) Definitions.

- (1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

- (2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.
  - (3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term "data" does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.
  - (4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of paragraph (g) of this clause.
  - (5) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of subparagraph (h) of this clause.
  - (6) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.
  - (7) Unlimited rights, as used in this clause, means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.
- (b) Allocation of Rights.
- (1) The Government shall have:
    - (i) ownership of all technical data and computer software first produced in the performance of this Contract;
    - (ii) unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, and except for data subject to the withholding provisions for protected Cooperative Research and Development Agreement (CRADA) information in accordance with Technology Transfer actions under this Contract, or other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE Work for Others Program;
    - (iii) the right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;

- (iv) the right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this Contract. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (g) of this clause ("Rights in Limited Rights Data") or paragraph (h) of this clause ("Rights in Restricted Computer Software"); and
  - (v) the right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.
- (2) The Contractor shall have:
- (i) the right to withhold limited rights data and restricted computer software unless otherwise provided in provisions of this clause;
  - (ii) the right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data; and
  - (iii) the right to assert copyright subsisting in scientific and technical articles as provided in paragraph (d) of this clause and the right to request permission to assert copyright subsisting in works other than scientific and technical articles as provided in paragraph (e) of this clause.
- (3) The Contractor agrees that for limited rights data or restricted computer software or other technical business or financial data in the form of recorded information which it receives from, or is given access to by DOE or a third party, including a DOE contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.
- (c) Copyright (General).
- (1) The Contractor agrees not to mark, register, or otherwise assert copyright in any data in a published or unpublished work, other than as set forth in paragraphs (d) and (e) of this clause.
  - (2) Except for material to which the Contractor has obtained the right to assert copyright in accordance with either paragraph (d) or (e) of this clause, the Contractor agrees not to include in the data delivered under this Contract any material copyrighted by the Contractor 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 paragraph (d) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the data to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain

the written authorization of the contracting officer to include such material in the data prior to its delivery.

(d) Copyrighted works (scientific and technical articles).

- (1) The Contractor shall have the right to assert, without prior approval of the contracting officer, copyright subsisting in scientific and technical articles composed under this contract or based on or containing data first produced in the performance of this Contract, and published in academic, technical or professional journals, symposia, proceedings, or similar works. When assertion of copyright is made, the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including contract number) on the data when such data are delivered to the Government as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office. The Contractor grants to the Government, and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
- (2) The contractor shall mark each scientific or technical article first produced or composed under this Contract and submitted for journal publication or similar means of dissemination with a notice, similar in all material respects to the following, on the front reflecting the Government's non-exclusive, paid-up, irrevocable, world-wide license in the copyright.

*Notice:*

*This manuscript has been authored by [insert the name of the Contractor] under Contract No. [Insert the contract number] with the U.S. Department of Energy. The United States Government retains and the publisher, by accepting the article for publication, acknowledges that the United States Government retains a non-exclusive, paid-up, irrevocable, world-wide license to publish or reproduce the published form of this manuscript, or allow others to do so, for United States Government purposes.*

*(End of Notice)*

- (3) The title to the copyright of the original of unclassified graduate theses and the original of related unclassified scientific papers shall vest in the author thereof, subject to the right of DOE to retain duplicates of such documents and to use such documents for any purpose whatsoever without any claim on the part of the author or the contractor for additional compensation.
- (e) Copyrighted works (other than scientific and technical articles and data produced under a CRADA). The Contractor may obtain permission to assert copyright subsisting in technical data and computer software first produced by the Contractor in performance of this Contract, where the Contractor can show that commercialization would be enhanced by such copyright protection, subject to the following:

(1) Contractor Request to Assert Copyright.

- (i) For data other than scientific and technical articles and data produced under a CRADA, the Contractor shall submit in writing to Patent Counsel its request to assert copyright in data first produced in the performance of this Contract pursuant to this clause. The right of the Contractor to copyright data first produced under a CRADA is as described in the individual CRADA. Each request by the Contractor must include:

(A) the identity of the data (including any computer program) for which the Contractor requests permission to assert copyright, as well as an abstract which is descriptive of the data and is suitable for dissemination purposes:

- (B) the program under which it was funded:
  - (C) whether, to the best knowledge of the Contractor, the data is subject to an international treaty or agreement;
  - (D) whether the data is subject to export control;
  - (E) a statement that the Contractor plans to commercialize the data in compliance with the clause of this contract entitled, "Technology Transfer Mission", within five (5) years after obtaining permission to assert copyright or, on a case-by-case basis, a specified longer period where the Contractor can demonstrate that the ability to commercialize effectively is dependent upon such longer period; and
  - (F) for data other than computer software, a statement explaining why the assertion of copyright is necessary to enhance commercialization and is consistent with DOE's dissemination responsibilities.
- (ii) For data that is developed using other funding sources in addition to DOE funding, the permission to assert copyright in accordance with this clause must also be obtained by the Contractor from all other funding sources prior to the Contractor's request to Patent Counsel. The request shall include the Contractor's certification or other documentation acceptable to Patent Counsel demonstrating such permission has been obtained.
  - (iii) Permission for the Contractor to assert copyright in excepted categories of data as determined by DOE will be expressly withheld. Such excepted categories include data whose release:
    - (A) would be detrimental to national security, i.e., involve classified information or data or sensitive information under Section 148 of the Atomic Energy Act of 1954, as amended, or are subject to export control for nonproliferation and other nuclear-related national security purposes;
    - (B) would not enhance the appropriate transfer or dissemination and commercialization of such data;
    - (C) would have a negative impact on U.S. industrial competitiveness;
    - (D) would prevent DOE from meeting its obligations under treaties and international agreements, or
    - (E) would be detrimental to one or more of DOE's programs. Additional excepted categories may be added by the Assistant General Counsel for Technology Transfer and Intellectual Property. Where data are determined to be under export control restriction, the Contractor may obtain permission to assert copyright subject to the provisions of this clause for purposes of limited commercialization in a manner that complies with export control statutes and applicable regulations. In addition, notwithstanding any other provision of this Contract, all data developed with Naval Reactors' funding and those data that are classified fall within excepted categories. The rights of the Contractor in data are subject to the disposition of data rights in the treaties and international agreements identified under this Contract as well as those additional treaties and international agreements which DOE may from time to time identify by unilateral amendment to the Contract; such amendment listing added treaties and international agreements is effective only for data which is developed after the date such treaty or international agreement is added to this Contract. Also, the Contractor will not be permitted to assert copyright in data in the form of various technical reports

generated by the Contractor under the Contract without first obtaining the advanced written permission of the contracting officer.

- (2) DOE Review and Response to Contractor's Request. The Patent Counsel shall use its best efforts to respond in writing within 90 days of receipt of a complete request by the Contractor to assert copyright in technical data and computer software pursuant to this clause. Such response shall either give or withhold DOE's permission for the Contractor to assert copyright or advise the Contractor that DOE needs additional time to respond, and the reasons therefore.
- (3) Permission for Contractor to Assert Copyright.
  - (i) For computer software, the Contractor shall furnish to the DOE designated, centralized software distribution and control point, the Energy Science and Technology Software Center, at the time permission to assert copyright is given under paragraph (e)(2) of this clause:
    - (A) an abstract describing the software suitable for publication;
    - (B) the source code for each software program; and
    - (C) the object code and at least the minimum support documentation needed by a technically competent user to understand and use the software. The Patent Counsel, for good cause shown by the Contractor, may allow the minimum support documentation to be delivered within 60 days after permission to assert copyright is given or at such time the minimum support documentation becomes available. The Contractor acknowledges that the DOE designated software distribution and control point may provide a technical description of the software in an announcement identifying its availability from the copyright holder.
  - (ii) Unless otherwise directed by the contracting officer, for data other than computer software to which the Contractor has received permission to assert copyright under paragraph (e)(2) of this clause above, the Contractor shall within sixty (60) days of obtaining such permission furnish to DOE's Office of Scientific and Technical Information (OSTI) a copy of such data as well as an abstract of the data suitable for dissemination purposes. The Contractor acknowledges that OSTI may provide an abstract of the data in an announcement to DOE, its contractors and to the public identifying its availability from the copyright holder.
  - (iii) For a five year period or such other specified period as specifically approved by Patent Counsel beginning on the date the Contractor is given permission to assert copyright in data, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works and perform publicly and display publicly, by or on behalf of the Government. Upon request, the initial period may be extended after DOE approval. The DOE approval will be based on the standard that the work is still commercially available and the market demand is being met.
  - (iv) After the period approved by Patent Counsel for application of the limited Government license described in paragraph (e)(3)(iii) of this clause, or if, prior to the end of such period(s), the Contractor abandons commercialization activities pertaining to the data to which the Contractor has been given permission to assert copyright, the Contractor grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, distribute copies to the public, prepare derivative works, perform publicly and display publicly, and to permit others to do so.



- (v) Whenever the Contractor asserts copyright in data pursuant to this paragraph (e), the Contractor shall affix the applicable copyright notice of 17 U.S.C. 401 or 402 on the copyrighted data and also an acknowledgment of the Government sponsorship and license rights of paragraphs (e)(3) (iii) and (iv) of this clause. Such action shall be taken when the data are delivered to the Government, published, licensed or deposited for registration as a published work in the U.S. Copyright Office. The acknowledgment of Government sponsorship and license rights shall be as follows:

*Notice:*

*These data were produced by (insert name of Contractor) under Contract No. — with the Department of Energy. For (period approved by DOE Patent Counsel) from (date permission to assert copyright was obtained), the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government. There is provision for the possible extension of the term of this license. Subsequent to that period or any extension granted, the Government is granted for itself and others acting on its behalf a nonexclusive, paid-up, irrevocable worldwide license in this data to reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, and to permit others to do so. The specific term of the license can be identified by inquiry made to Contractor or DOE. Neither the United States nor the United States Department of Energy, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any data, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights.  
(End of Notice)*

- (vi) With respect to any data to which the Contractor has received permission to assert copyright, the DOE has the right, during the five (5) year or specified longer period approved by Patent Counsel as provided for in paragraph (e) of this clause, to request the Contractor to grant a nonexclusive, partially exclusive or exclusive license in any field of use to a responsible applicant(s) upon terms that are reasonable under the circumstances, and if the Contractor refuses such request, to grant such license itself, if the DOE determines that the Contractor has not made a satisfactory demonstration that either it or its licensee(s) is actively pursuing commercialization of the data as set forth in subparagraph (e)(1)(A) of this clause. Before licensing under this subparagraph (vi), DOE shall furnish the Contractor a written request for the Contractor to grant the stated license, and the Contractor shall be allowed thirty (30) days (or such longer period as may be authorized by the contracting officer for good cause shown in writing by the Contractor) after such notice to show cause why the license should not be granted. The Contractor shall have the right to appeal the decision of the DOE to grant the stated license to the Invention Licensing Appeal Board as set forth in 10 CFR 781.65-"Appeals."
- (vii) No costs shall be allowable for maintenance of copyrighted data, primarily for the benefit of the Contractor and/or a licensee which exceeds DOE Program needs, except as expressly provided in writing by the contracting officer. The Contractor may use its net royalty income to effect such maintenance costs.
- (viii) At any time the Contractor abandons commercialization activities for data for which the Contractor has received permission to assert copyright in accordance with this clause, it shall advise OSTI and Patent Counsel and upon request assign the copyright to the Government so that the Government can distribute the data to the public.

- (4) The following notice may be placed on computer software prior to any publication and prior to the Contractor's obtaining permission from the Department of Energy to assert copyright in the computer software pursuant to paragraph (c)(3) of this section.

*Notice:*

*This computer software was prepared by [insert the Contractor's name and the individual author], hereinafter the Contractor, under Contract [insert the Contract Number] with the Department of Energy (DOE). All rights in the computer software are reserved by DOE on behalf of the United States Government and the Contractor as provided in the Contract. You are authorized to use this computer software for Governmental purposes but it is not to be released or distributed to the public. NEITHER THE GOVERNMENT NOR THE CONTRACTOR MAKES ANY WARRANTY, EXPRESS OR IMPLIED, OR ASSUMES ANY LIABILITY FOR THE USE OF THIS SOFTWARE. This notice including this sentence must appear on any copies of this computer software.*  
*(End of Notice)*

- (5) A similar notice can be used for data, other than computer software, upon approval of DOE Patent Counsel.
- (f) Subcontracting.
- (1) Unless otherwise directed by the contracting officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR Subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled, "Rights in Data-General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE Patent Counsel, and the Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of DOE Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with 48 CFR 927.409(h). The Contractor shall use instead the Rights in Data-Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.
- (2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:
- (i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and
  - (ii) Not proceed with the subcontract without the written authorization of the contracting officer.
- (3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data and restricted computer software for their private use.

- (g) Rights in Limited Rights Data. Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth below. All such limited rights data shall be marked with the following "Limited Rights Notice:"

***Limited Rights Notice***

*These data contain "limited rights data", furnished under Contract No. — with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:*

- (a) Use (except for manufacture) by support services contractors within the scope of their contracts;*
- (b) this "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;*
- (c) this "limited rights data" may be disclosed to other contractors participating in the Government's program of which this Contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;*
- (d) this "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and*
- (e) release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government.*

*This Notice shall be marked on any reproduction of this data in whole or in part.*

*(End of Notice)*

- (h) Rights in Restricted Computer Software.
- (1) Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up, license by or for the Government, in any restricted computer software of the Contractor specifically used in the performance of this Contract: provided, however, that to the extent that any restricted computer software when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Restricted Rights Notice" set forth below. All such restricted computer software shall be marked with the following "Restricted Rights Notice:"

***Restricted Rights Notice-Long Form***

- (a) *This computer software is submitted with restricted rights under Department of Energy Contract No.—. It may not be used, reproduced, or disclosed by the Government except as provided in paragraph (b) of this notice.*
- (b) *This computer software may be:*
- (1) *used or copied for use in or with the computer or computers for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;*
  - (2) *used, copied for use, in a backup or replacement computer if any computer for which it was acquired is inoperative or is replaced;*
  - (3) *reproduced for safekeeping (archives) or backup purposes;*
  - (4) *modified, adapted, or combined with other computer software, provided that only the portions of the derivative software consisting of the restricted computer software are to be made subject to the same restricted rights; and*
  - (5) *disclosed to and reproduced for use by contractors under a service contract (of the type defined in 48 CFR 37.101) in accordance with subparagraphs (b)(1) through (4) of this Notice, provided the Government makes such disclosure or reproduction subject to these restricted rights.*
- (c) *Notwithstanding the foregoing, if this computer software has been published under copyright, it is licensed to the Government, without disclosure prohibitions, with the rights set forth in the restricted rights notice above.*
- (d) *This Notice shall be marked on any reproduction of this computer software, in whole or in part.*

*(End of Notice)*

- (2) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

***Restricted Rights Notice-Short Form***

*Use, reproduction, or disclosure is subject to restrictions set forth in the Long Form Notice of DOE Contract No.— with (name of Contractor).*

*(End of Notice)*

- (3) If the software is embedded, or if it is commercially impractical to mark it with human readable text, then the symbol R and the clause date (mo/yr) in brackets or a box, a [R-mo/yr], may be used. This will be read to mean restricted computer software, subject to the rights of the Government as described in the Long Form Notice, in effect as of the date indicated next to the symbol. The symbol shall not be used to mark human readable material. In the event this Contract contains any variation to the rights in the Long Form Notice, then the contract number must also be cited.
- (4) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, the software will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions and with unlimited rights, unless the Contractor includes the following statement with such copyright notice "Unpublished-rights reserved under the Copyright Laws of the United States."

- (i) Relationship to patents. Nothing contained in this clause creates or is intended to imply a license to the Government in any patent or is intended to be construed as affecting the scope of any licenses or other rights otherwise granted to the Government under any patent.

**1.0102 DEAR – 970.5227-3 TECHNOLOGY TRANSFER MISSION (AUG 2002)**

This clause has as its purpose implementation of the National Competitiveness Technology Transfer Act of 1989 (Sections 3131, 3132, 3133, and 3157 of Pub. L. 101-189 and as amended by Pub. L. 103-160, Sections 3134 and 3160). The Contractor shall conduct technology transfer activities with a purpose of providing benefit from Federal research to U.S. industrial competitiveness.

**(a) Authority.**

- (1) In order to ensure the full use of the results of research and development efforts of, and the capabilities of, the Laboratory, technology transfer, including Cooperative Research and Development Agreements (CRADAs), is established as a mission of the Laboratory consistent with the policy, principles and purposes of Sections 11(a)(1) and 12(g) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a); Section 3132(b) of Pub. L. 101-189, Sections 3134 and 3160 of Pub. L. 103-160, and of Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.); Section 152 of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2182); Section 9 of the Federal Nonnuclear Energy Research and Development Act of 1974 (42 U.S.C. 5908); and Executive Order 12591 of April 10, 1987.
- (2) In pursuing the technology transfer mission, the Contractor is authorized to conduct activities including but not limited to: identifying and protecting Intellectual Property made, created or acquired at or by the Laboratory; negotiating licensing agreements and assignments for Intellectual Property made, created or acquired at or by the Laboratory that the Contractor controls or owns; bailments; negotiating all aspects of and entering into CRADAs; providing technical consulting and personnel exchanges; conducting science education activities and reimbursable Work for Others (WFO); providing information exchanges; and making available laboratory or weapon production user facilities. It is fully expected that the Contractor shall use all of the mechanisms available to it to accomplish this technology transfer mission, including, but not limited to, CRADAs, user facilities, WFO, science education activities, consulting, personnel, assignments, and licensing in accordance with this clause.

**(b) Definitions.**

- (1) "Contractor's Laboratory Director" means the individual who has supervision over all or substantially all of the Contractor's operations at the Laboratory.
- (2) "Intellectual Property" means patents, trademarks, copyrights, mask works, protected CRADA information, and other forms of comparable property rights protected by Federal Law and other foreign counterparts.
- (3) "Cooperative Research and Development Agreement" (CRADA) means any agreement entered into between the Contractor as operator of the Laboratory, and one or more parties including at least one non-Federal party under which the Government, through its laboratory, provides personnel, services, facilities, equipment, intellectual property, or other resources with or without reimbursement (but not funds to non-Federal parties) and the non-Federal parties provide funds, personnel, services, facilities, equipment, intellectual property, or other resources toward the conduct of specified research or development efforts which are consistent with the missions of the Laboratory; except that such term does not

include a procurement contract, grant, or cooperative agreement as those terms are used in sections 6303, 6304, and 6305 of Title 31 of the United States Code.

- (4) "Joint Work Statement" (JWS) means a proposal for a CRADA prepared by the Contractor, signed by the Contractor's Laboratory Director or designee which describes the following:
- (i) purpose;
  - (ii) scope of Work which delineates the rights and responsibilities of the Government, the Contractor and Third Parties, one of which must be a non-Federal party;
  - (iii) schedule for the work; and
  - (iv) cost and resource contributions of the parties associated with the work and the schedule.
- (5) "Assignment" means any agreement by which the Contractor transfers ownership of Laboratory Intellectual Property, subject to the Government's retained rights.
- (6) "Laboratory Biological Materials" means biological materials capable of replication or reproduction, such as plasmids, deoxyribonucleic acid molecules, ribonucleic acid molecules, living organisms of any sort and their progeny, including viruses, prokaryote and eukaryote cell lines, transgenic plants and animals, and any derivatives or modifications thereof or products produced through their use or associated biological products, made under this contract by Laboratory employees or through the use of Laboratory research facilities.
- (7) "Laboratory Tangible Research Product" means tangible material results of research which:
- (i) are provided to permit replication, reproduction, evaluation or confirmation of the research effort, or to evaluate its potential commercial utility;
  - (ii) are not materials generally commercially available; and
  - (iii) were made under this contract by Laboratory employees or through the use of Laboratory research facilities.
- (8) Bailment means any agreement in which the Contractor permits the commercial or non-commercial transfer of custody, access or use of Laboratory Biological Materials or Laboratory Tangible Research Product for a specified purpose of technology transfer or research and development, including without limitation evaluation, and without transferring ownership to the bailee.
- (c) Allowable Costs.
- (1) The Contractor shall establish and carry out its technology transfer efforts through appropriate organizational elements consistent with the requirements for an Office of Research and Technology Applications (ORTA) pursuant to paragraphs (b) and (c) of Section 11 of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710). The costs associated with the conduct of technology transfer through the ORTA including activities associated with obtaining, maintaining, licensing, and assigning Intellectual Property rights, increasing the potential for the transfer of technology, and the widespread notice of technology transfer opportunities, shall be deemed allowable provided that such costs meet the other requirements of the allowable costs provisions of this Contract. In addition to any separately designated funds, these costs in any fiscal year shall not exceed an amount equal to 0.5 percent of the operating funds included in the Federal research and development budget (including Work For Others) of the Laboratory for that fiscal year without written approval of the contracting officer.

- (2) The Contractor's participation in litigation to enforce or defend Intellectual Property claims incurred in its technology transfer efforts shall be as provided in the clause entitled "Insurance-Litigation and Claims" of this contract.
- (d) Conflicts of Interest-Technology Transfer. The Contractor shall have implementing procedures that seek to avoid employee and organizational conflicts of interest, or the appearance of conflicts of interest, in the conduct of its technology transfer activities. These procedures shall apply to other persons participating in Laboratory research or related technology transfer activities. Such implementing procedures shall be provided to the contracting officer for review and approval within sixty (60) days after execution of this contract. The contracting officer shall have thirty (30) days thereafter to approve or require specific changes to such procedures. Such implementing procedures shall include procedures to:
  - (1) inform employees of and require conformance with standards of conduct and integrity in connection with the CRADA activity in accordance with the provisions of paragraph (n)(5) of this clause;
  - (2) review and approve employee activities so as to avoid conflicts of interest arising from commercial utilization activities relating to Contractor-developed Intellectual Property;
  - (3) conduct work performed using royalties so as to avoid interference with or adverse effects on ongoing DOE projects and programs;
  - (4) conduct activities relating to commercial utilization of Contractor-developed Intellectual Property so as to avoid interference with or adverse effects on user facility or WFO activities of the Contractor;
  - (5) conduct DOE-funded projects and programs so as to avoid the appearance of conflicts of interest or actual conflicts of interest with non-Government funded work;
  - (6) notify the contracting officer with respect to any new work to be performed or proposed to be performed under the Contract for DOE or other Federal agencies where the new work or proposal involves Intellectual Property in which the Contractor has obtained or intends to request or elect title;
  - (7) except as provided elsewhere in this Contract, obtain the approval of the contracting officer for any licensing of or assignment of title to Intellectual Property rights by the Contractor to any business or corporate affiliate of the Contractor;
  - (8) obtain the approval of the contracting officer prior to any assignment, exclusive licensing, or option for exclusive licensing, of Intellectual Property to any individual who has been a laboratory employee within the previous two years or to the company in which the individual is a principal; and
  - (9) notify non-Federal sponsors of WFO activities, or non-Federal users of user facilities, of any relevant Intellectual Property interest of the Contractor prior to execution of WFOs or user agreements.
  - (10) notify DOE prior to evaluating a proposal by a third party or DOE, when the subject matter of the proposal involves an elected or waived subject invention under this contract or one in which the Contractor intends to elect to retain title under this contract.
- (e) Fairness of Opportunity. In conducting its technology transfer activities, the Contractor shall prepare procedures and take all reasonable measures to ensure widespread notice of availability of technologies suited for transfer and opportunities for exclusive licensing and joint research arrangements. The requirement to widely disseminate the availability of technology transfer

opportunities does not apply to a specific application originated outside of the Laboratory and by entities other than the Contractor.

(f) U.S. Industrial Competitiveness.

- (1) In the interest of enhancing U.S. Industrial Competitiveness, the Contractor shall, in its licensing and assignments of Intellectual Property, give preference in such a manner as to enhance the accrual of economic and technological benefits to the U.S. domestic economy. The Contractor shall consider the following factors in all of its licensing and assignment decisions involving Laboratory intellectual property where the Laboratory obtains rights during the course of the Contractor's operation of the Laboratory under this contract:
  - (i) whether any resulting design and development will be performed in the United States and whether resulting products, embodying parts, including components thereof, will be substantially manufactured in the United States; or
  - (ii)
    - (A) whether the proposed licensee or assignee has a business unit located in the United States and whether significant economic and technical benefits will flow to the United States as a result of the license or assignment agreement; and
    - (B) in licensing any entity subject to the control of a foreign company or government, whether such foreign government permits United States agencies, organizations or other persons to enter into cooperative research and development agreements and licensing agreements, and has policies to protect United States Intellectual Property rights.
- (2) If the Contractor determines that neither of the conditions in paragraphs (f)(1)(i) or (ii) of this clause are likely to be fulfilled, the Contractor, prior to entering into such an agreement, must obtain the approval of the contracting officer. The contracting officer shall act on any such requests for approval within thirty (30) days.
- (3) The Contractor agrees to be bound by the provisions of 35 U.S.C. 204 (Preference for United States industry).

(g) Indemnity-Product Liability. In entering into written technology transfer agreements, including but not limited to, research and development agreements, licenses, assignments and CRADAs, the Contractor agrees to include in such agreements a requirement that the U.S. Government and the Contractor, except for any negligent acts or omissions of the Contractor, be indemnified for all damages, costs, and expenses, including attorneys' fees, arising from personal injury or property damage occurring as a result of the making, using or selling of a product, process or service by or on behalf of the Participant, its assignees or licensees which was derived from the work performed under the agreement. The Contractor shall identify and obtain the approval of the contracting officer for any proposed exceptions to this requirement such as where State or local law expressly prohibit the Participant from providing indemnification or where the research results will be placed in the public domain.

(h) Disposition of Income.

- (1) Royalties or other income earned or retained by the Contractor as a result of performance of authorized technology transfer activities herein shall be used by the Contractor for scientific research, development, technology transfer, and education at the Laboratory, consistent with the research and development mission and objectives of the Laboratory and subject to Section 12(b)(5) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(b)(5)) and Chapter 38 of the Patent Laws (35 U.S.C. 200 et seq.) as amended through the effective date of this contract award or modification. If the net



amounts of such royalties and income received from patent licensing after payment of patenting costs, licensing costs, payments to inventors and other expenses incidental to the administration of Subject Inventions during any fiscal year exceed 5 percent of the Laboratory's budget for that fiscal year. 75 percent of such excess amounts shall be paid to the Treasury of the United States, and the remaining amount of such excess shall be used by the Contractor for the purposes as described above in this paragraph. Any inventions arising out of such scientific research and development activities shall be deemed to be Subject Inventions under the Contract.

- (2) The Contractor shall include as a part of its annual Laboratory Institutional Plan or other such annual document a plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities herein will be applied at the Laboratory, and at the end of the year, provide a separate accounting for how the funds were actually used. Under no circumstances shall these royalties and income be used for an illegal augmentation of funds furnished by the U.S. Government.
  - (3) The Contractor shall establish subject to the approval of the contracting officer a policy for making awards or sharing of royalties with Contractor employees, other coinventors and coauthors, including Federal employee coinventors when deemed appropriate by the contracting officer.
- (i) Transfer to Successor Contractor. In the event of termination or upon the expiration of this Contract, any unexpended balance of income received for use at the Laboratory shall be transferred, at the contracting officer's request, to a successor contractor, or in the absence of a successor contractor, to such other entity as designated by the contracting officer. The Contractor shall transfer title, as one package, to the extent the Contractor retains title, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other Intellectual Property rights which arose at the Laboratory, to the successor contractor or to the Government as directed by the contracting officer.
- (j) Technology Transfer Affecting the National Security.
- (1) The Contractor shall notify and obtain the approval of the contracting officer, prior to entering into any technology transfer arrangement, when such technology or any part of such technology is classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168). Such notification shall include sufficient information to enable DOE to determine the extent that commercialization of such technology would enhance or diminish security interests of the United States, or diminish communications within DOE's nuclear weapon production complex. DOE shall use its best efforts to complete its determination within sixty (60) days of the Contractor's notification, and provision of any supporting information, and DOE shall promptly notify the Contractor as to whether the technology is transferable.
  - (2) The Contractor shall include in all of its technology transfer agreements with third parties, including, but not limited to, CRADAs, licensing agreements and assignments, notice to such third parties that the export of goods and/or Technical Data from the United States may require some form of export control license or other authority from the U.S. Government and that failure to obtain such export control license may result in criminal liability under U.S. laws.
  - (3) For other than fundamental research as defined in National Security Decision Directive 189, the Contractor is responsible to conduct internal export control reviews and assure that technology is transferred in accordance with applicable law.

- (k) Records. The Contractor shall maintain records of its technology transfer activities in a manner and to the extent satisfactory to the DOE and specifically including, but not limited to, the licensing agreements, assignments and the records required to implement the requirements of paragraphs (e), (f), and (h) of this clause and shall provide reports to the contracting officer to enable DOE to maintain the reporting requirements of Section 12(c)(6) of the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(6)). Such reports shall be made annually in a format to be agreed upon between the Contractor and DOE and in such a format which will serve to adequately inform DOE of the Contractor's technology transfer activities while protecting any data not subject to disclosure under the Rights in Technical Data clause and paragraph (n) of this clause. Such records shall be made available in accordance with the clauses of this Contract pertaining to inspection, audit and examination of records.
- (l) Reports to Congress. To facilitate DOE's reporting to Congress, the Contractor is required to submit annually to DOE a technology transfer plan for conducting its technology transfer function for the upcoming year, including plans for securing Intellectual Property rights in Laboratory innovations with commercial promise and plans for managing such innovations so as to benefit the competitiveness of United States industry. This plan shall be provided to the contracting officer on or before October 1st of each year.
- (m) Oversight and Appraisal. The Contractor is responsible for developing and implementing effective internal controls for all technology transfer activities consistent with the audit and record requirements of this Contract. Laboratory Contractor performance in implementing the technology transfer mission and the effectiveness of the Contractor's procedures will be evaluated by the contracting officer as part of the annual appraisal process, with input from the cognizant Secretarial Officer or program office.
- (n) Technology Transfer Through Cooperative Research and Development Agreements. Upon approval of the contracting officer and as provided in a DOE approved Joint Work Statement (JWS), the Laboratory Director, or designee, may enter into CRADAs on behalf of the DOE subject to the requirements set forth in this paragraph.
- (1) Review and Approval of CRADAs.
- (i) Except as otherwise directed in writing by the contracting officer, each JWS shall be submitted to the contracting officer for approval. The Contractor's Laboratory Director or designee shall provide a program mission impact statement and shall include an impact statement regarding related Intellectual Property rights known by the Contractor to be owned by the Government to assist the contracting officer in the approval determination.
  - (ii) The Contractor shall also include (specific to the proposed CRADA), a statement of compliance with the Fairness of Opportunity requirements of paragraph (e) of this clause.
  - (iii) Within thirty (30) days after submission of a JWS proposed CRADA, the contracting officer shall approve, disapprove or request modification to the JWS or CRADA. The contracting officer shall provide a written explanation to the Contractor's Laboratory Director or designee of any disapproval or requirement for modification of a JWS or proposed CRADA.
  - (iv) Except as otherwise directed in writing by the contracting officer, the Contractor shall not enter into, or begin work under, a CRADA until approval of the CRADA has been granted by the contracting officer. The Contractor may submit its proposed CRADA to the contracting officer at the time of submitting its proposed JWS or any time thereafter.

- (2) Selection of Participants. The Contractor's Laboratory Director or designee in deciding what CRADA to enter into shall:
- (i) give special consideration to small business firms, and consortia involving small business firms;
  - (ii) give preference to business units located in the United States which agree that products or processes embodying Intellectual Property will be substantially manufactured or practiced in the United States and, in the case of any industrial organization or other person subject to the control of a foreign company or government, take into consideration whether or not such foreign government permits United States agencies, organizations, or other persons to enter into cooperative research and development agreements and licensing agreements;
  - (iii) provide Fairness of Opportunity in accordance with the requirements of paragraph (e) of this clause; and
  - (iv) give consideration to the Conflicts of Interest requirements of paragraph (d) of this clause.
- (3) Withholding of Data.
- (i) Data that is first produced as a result of research and development activities conducted under a CRADA and that would be a trade secret or commercial or financial data that would be privileged or confidential, if such data had been obtained from a non-Federal third party, may be protected from disclosure under the Freedom of Information Act as provided in the Stevenson-Wydler Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(7)) for a period as agreed in the CRADA of up to five (5) years from the time the data is first produced. The DOE shall cooperate with the Contractor in protecting such data.
  - (ii) Unless otherwise expressly approved by the contracting officer in advance for a specific CRADA, the Contractor agrees, at the request of the contracting officer, to transmit such data to other DOE facilities for use by DOE or its Contractors by or on behalf of the Government. When data protected pursuant to paragraph (n)(3)(i) of this clause is so transferred, the Contractor shall clearly mark the data with a legend setting out the restrictions against private use and further dissemination, along with the expiration date of such restrictions.
  - (iii) In addition to its authority to license Intellectual Property, the Contractor may enter into licensing agreements with third parties for data developed by the Contractor under a CRADA subject to other provisions of this Contract. However, the Contractor shall neither use the protection against dissemination nor the licensing of data as an alternative to the submittal of invention disclosures which include data protected pursuant to paragraph (n)(3)(i) of this clause.
- (4) Work For Others and User Facility Programs.
- (i) WFO and User Facility Agreements (UFAs) are not CRADAs and will be available for use by the Contractor in addition to CRADAs for achieving utilization of employee expertise and unique facilities for maximizing technology transfer. The Contractor agrees form prospective CRADA participants, which are intending to substantially pay full cost recovery for the effort under a proposed CRADA, of the availability of alternative forms of agreements, i.e., WFO and UFA, and of the Class Patent Waiver provisions associated therewith.

- (ii) Where the Contractor believes that the transfer of technology to the U.S. domestic economy will benefit from, or other equity considerations dictate, an arrangement other than the Class Waiver of patent rights to the sponsor in WFO and UFAs, a request may be made to the contracting officer for an exception to the Class Waivers.
  - (iii) Rights to inventions made under agreements other than funding agreements with third parties shall be governed by the appropriate provisions incorporated, with DOE approval, in such agreements, and the provisions in such agreements take precedence over any disposition of rights contained in this Contract. Disposition of rights under any such agreement shall be in accordance with any DOE class waiver (including Work for Others and User Class Waivers) or individually negotiated waiver which applies to the agreement.
- (5) Conflicts of Interest.
- (i) Except as provided in paragraph (n)(5)(iii) of this clause, the Contractor shall assure that no employee of the Contractor shall have a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA, if, to such employee's knowledge:
    - (A) such employee, or the spouse, child, parent, sibling, or partner of such employee, or an organization (other than the Contractor) in which such employee serves as an officer, director, trustee, partner, or employee:
      - (1) holds financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA:
      - (2) receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA; or
    - (B) a financial interest in any entity, other than the Contractor, that has a substantial interest in the preparation, negotiation, or approval of the CRADA, is held by any person or organization with whom such employee is negotiating or has any arrangement concerning prospective employment.
  - (ii) The Contractor shall require that each employee of the Contractor who has a substantial role (including an advisory role) in the preparation, negotiation, or approval of a CRADA certify through the Contractor to the contracting officer that the circumstances described in paragraph (n)(5)(i) of this clause do not apply to that employee.
  - (iii) The requirements of paragraphs (n)(5)(i) and (n)(5)(ii) of this clause shall not apply in a case where the contracting officer is advised by the Contractor in advance of the participation of an employee described in those paragraphs in the preparation, negotiation or approval of a CRADA of the nature of and extent of any financial interest described in paragraph (n)(5)(i) of this clause, and the contracting officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of preparing, negotiating, or approving the CRADA.
- (o) Technology Transfer in Other Cost-Sharing Agreements. In conducting research and development activities in cost-shared agreements not covered by paragraph (n) of this clause, the Contractor, with prior written permission of the contracting officer, may provide for the

withholding of data produced thereunder in accordance with the applicable provisions of paragraph (n)(3) of this clause.

(p) Technology Partnership Ombudsman.

- (1) The Contractor agrees to establish a position to be known as "Technology Partnership Ombudsman", to help resolve complaints from outside organizations regarding the policies and actions of the contractor with respect to technology partnerships (including CRADASSs), patents owned by the contractor for inventions made at the laboratory, and technology licensing.
- (2) The Ombudsman shall be a senior official of the Contractor's laboratory staff, who is not involved in day-to-day technology partnerships, patents or technology licensing, or, if appointed from outside the laboratory or facility, shall function as such senior official.
- (3) The duties of the Technology Partnership Ombudsman shall include:
  - (i) serving as the focal point for assisting the public and industry in resolving complaints and disputes with the laboratory or facility regarding technology partnerships, patents, and technology licensing;
  - (ii) promoting the use of collaborative alternative dispute resolution techniques such as mediation to facilitate the speedy and low cost resolution of complaints and disputes, when appropriate; and
  - (iii) submitting a quarterly report, in a format provided by DOE, to the Secretary of Energy, the Administrator for Nuclear Security, the Director of the DOE Office of Dispute Resolution, and the Contracting Officer concerning the number and nature of complaints and disputes raised, along with the Ombudsman's assessment of their resolution, consistent with the protection of confidential and sensitive information.

**I.0103 DEAR 970.5227-4 – AUTHORIZATION AND CONSENT (AUG 2002)**

- (a) The Government authorizes and consents to all use and manufacture of any invention described in and covered by a United States patent in the performance of this contract or any subcontract at any tier.
- (b) If the Contractor is sued for copyright infringement or anticipates the filing of such a lawsuit, the Contractor may request authorization and consent to copy a copyrighted work from the contracting officer. Programmatic necessity is a major consideration for DOE in determining whether to grant such request.
  - (1) The Contractor agrees to include, and require inclusion of, the Authorization and Consent clause at 52.227-1, without Alternate 1, but suitably modified to identify the parties, in all subcontracts expected to exceed \$100,000 at any tier for supplies or services, including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services.
  - (2) The Contractor agrees to include, and require inclusion of, paragraph (a) of this Authorization and Consent clause, suitably modified to identify the parties, in all subcontracts at any tier for research and development activities expected to exceed \$100,000.
  - (3) Omission of an authorization and consent clause from any subcontract, including those valued less than \$100,000, does not affect this authorization and consent.

**I.0104 DEAR 970.5227-5 – NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)**

- (a) The Contractor shall report to the Contracting Officer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
- (b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government, the Contractor shall furnish such evidence and information at the expense of the Government.
- (c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed \$100,000.

**I.0105 DEAR 970.5227-6 – PATENT INDEMNITY- SUBCONTRACTS (DEC 2000)**

Except as otherwise authorized by the Contracting Officer, the Contractor shall obtain indemnification of the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a secrecy order by the Government) from Contractor's subcontractors for any contract work subcontracted in accordance with FAR 48 CFR 52.227-3.

**I.0106 DEAR 970.5227-7 – ROYALTY INFORMATION (DEC 2000)**

- (a) Cost or charges for royalties. If the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
  - (1) name and address of licensor;
  - (2) date of license agreement;
  - (3) patent numbers, patent application serial numbers, or other basis on which the royalty is payable;
  - (4) brief description, including any part or model numbers of each contract item or component on which the royalty is payable;
  - (5) percentage or dollar rate of royalty per unit;
  - (6) unit price of contract item;
  - (7) number of units; and
  - (8) total dollar amount of royalties.
- (b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents or other basis upon which the royalty may be payable.

**1.0107 DEAR 970.5227-8 – REFUND OF ROYALTIES (AUG 2002)**

- (a) During performance of this Contract, if any royalties are proposed to be charged to the Government as costs under this Contract, the Contractor agrees to submit for approval of the Contracting Officer, prior to the execution of any license, the following information relating to each separate item of royalty:
  - (1) name and address of licensor:
  - (2) patent numbers, patent application serial numbers, or other basis on which the royalty is payable:
  - (3) brief description, including any part or model numbers of each contract item or component on which the royalty is payable:
  - (4) percentage or dollar rate of royalty per unit;
  - (5) unit price of contract item:
  - (6) number of units: and
  - (7) total dollar amount of royalties: and
  - (8) A copy of the proposed license agreement.
- (b) If specifically requested by the Contracting Officer, the Contractor shall furnish a copy of any license agreement entered into prior to the effective date of this clause and an identification of applicable claims of specific patents or other basis upon which royalties are payable.
- (c) The term "royalties" as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications that are used in the performance of this contract or any subcontract hereunder.
- (d) The Contractor shall furnish to the Contracting Officer, annually upon request, a statement of royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.
- (e) For royalty payments under licenses entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be allowable only to the extent that such royalties are approved by the Contracting Officer. If the Contracting Officer determines that existing or proposed royalty payments are inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the Contracting Officer.
- (f) Regardless of prior DOE approval of any individual payments or royalties, DOE may contest at any time the enforceability, validity, scope of, or title to a patent for which the Contractor makes a royalty or other payment.
- (g) If at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of any royalties to which this clause applies, the Contractor shall promptly notify the Contracting Officer of that fact and shall promptly reimburse the Government for any refunds received or royalties paid after having received notice of such relief.
- (h) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds \$250.

**I.0108 DEAR 970.5227-10 – PATENT RIGHTS-MANAGEMENT AND OPERATING CONTRACTS,  
NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002)**

(a) Definitions.

- (1) "DOE licensing regulations" means the Department of Energy patent licensing regulations at 10 CFR Part 781.
- (2) "Exceptional circumstance subject invention" means any subject invention in a technical field or related to a task determined by the Department of Energy to be subject to an exceptional circumstance under 35 U.S.C. 202(a)(ii) and in accordance with 37 CFR 401.3(e).
- (3) "Invention" means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321 et seq.).
- (4) "Made when used in relation to any invention" means the conception or first actual reduction to practice of such invention.
- (5) "Nonprofit organization" means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.
- (6) "Patent Counsel" means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity.
- (7) "Practical application" means to manufacture, in the case of a composition or product; to practice, in the case of a process or method; or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.
- (8) "Small business firm" means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in Government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, are used.
- (9) "Subject Invention" means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) shall also occur during the period of contract performance.

(b) Allocation of Principal Rights.

- (1) Retention of title by the Contractor. Except for exceptional circumstance subject inventions, the contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.
- (2) Exceptional circumstance subject inventions. Except to the extent that rights are retained by the Contractor in a determination of exceptional circumstances or granted to a contractor



through a determination of greater rights in accordance with subparagraph (b)(4) of this clause, the Contractor does not have a right to retain title to any exceptional circumstance subject inventions and agrees to assign to the Government the entire right, title, and interest, throughout the world, in and to any exceptional circumstance subject inventions.

- (i) Inventions within or relating to the following fields of technology are exceptional circumstance subject inventions:
    - (A) uranium enrichment technology;
    - (B) storage and disposal of civilian high-level nuclear waste and spent fuel technology; and
    - (C) national security technologies classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168).
  - (ii) Inventions made under any agreement, contract or subcontract related to the following are exceptional circumstance subject inventions:
    - (A) DOE Steel Initiative and Metals Initiative;
    - (B) U.S. Advanced Battery Consortium; and
    - (C) any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI).
  - (iii) DOE reserves the right to unilaterally amend this contract to modify, by deletion or insertion, technical fields, tasks, or other classifications for the purpose of determining DOE exceptional circumstance subject inventions.
- (3) Treaties and international agreements. Any rights acquired by the Contractor in subject inventions are subject to any disposition of right, title, or interest in or to subject inventions provided for in treaties or international agreements identified at Appendix [ Insert Reference ] to this contract. DOE reserves the right to unilaterally amend this contract to identify specific treaties or international agreements entered into or to be entered into by the Government after the effective date of this contract and to effectuate those license or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations [\*81060] under such treaties or international agreements with respect to subject inventions made after the date of the amendment.
  - (4) Contractor request for greater rights in exceptional circumstance subject inventions. The Contractor may request rights greater than allowed by the exceptional circumstance determination in an exceptional circumstance subject invention by submitting such a request in writing to Patent Counsel at the time the exceptional circumstance subject invention is disclosed to DOE or within eight (8) months after conception or first actual reduction to practice of the exceptional circumstance subject invention, whichever occurs first, unless a longer period is authorized in writing by the Patent Counsel for good cause shown in writing by the Contractor. DOE may, in its discretion, grant or refuse to grant such a request by the Contractor.
  - (5) Contractor employee-inventor rights. If the Contractor does not elect to retain title to a subject invention or does not request greater rights in an exceptional circumstance subject invention, a Contractor employee-inventor, after consultation with the Contractor and with written authorization from the Contractor in accordance with 10 CFR 784.9(b)(4), may request greater rights, including title, in the subject invention or the exceptional

circumstance invention from DOE, and DOE may, in its discretion, grant or refuse to grant such a request by the Contractor employee-inventor.

- (6) Government assignment of rights in Government employees' subject inventions. If a Government employee is a joint inventor of a subject invention or of an exceptional circumstance subject invention to which the Contractor has rights, the Government may assign or refuse to assign to the Contractor any rights in the subject invention or exceptional circumstance subject invention acquired by the Government from the Government employee, in accordance with 48 CFR 27.304-1(d). The rights assigned to the Contractor are subject to any provision of this clause that is applicable to subject inventions in which the Contractor retains title, including reservation by the Government of a nonexclusive, nontransferable, irrevocable, paid-up license, except that the Contractor shall file its initial patent application claiming the subject invention or exceptional circumstance invention within one (1) year after the assignment of such rights. The Contractor shall share royalties collected for the manufacture, use or sale of the subject invention with the Government employee.
- (c) Subject Invention Disclosure, Election of Title and Filing of Patent Application by Contractor.
- (1) Subject invention disclosure. The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s) and all sources of funding by B&R code for the invention. It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. The disclosure shall include a written statement as to whether the invention falls within an exceptional circumstance field. DOE will make a determination and advise the Contractor within 30 days of receipt of an invention disclosure as to whether the invention is an exceptional circumstance subject invention. In addition, after disclosure to the Patent Counsel, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor. The Contractor shall obtain approval from Patent Counsel prior to any release or publication of information concerning any nonelectable subject invention such as an exceptional circumstance subject invention or any subject invention related to a treaty or international agreement.
  - (2) Election by the Contractor. Except as provided in paragraph (b)(2) of this clause, the Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
  - (3) Filing of patent applications by the Contractor. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, or prior to the end of any 1-year statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The Contractor will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six

months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

- (4) Contractor's request for an extension of time. Requests for an extension of the time for disclosure, election, and filing under subparagraphs (c)(1), (2) and (3) may, at the discretion of Patent Counsel, be granted.
  - (5) Publication Approval. During the course of the work under this contract, the Contractor or its employees may 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 contract. In order that public disclosure of such information will not adversely affect the patent interest of DOE or the Contractor, approval for release or publication shall be secured from the Contractor personnel responsible for patent matters prior to any such release or publication. Where DOE's approval of publication is requested, DOE's response to such requests for approval shall normally be provided within 90 days except in circumstances in which a domestic patent application must be filed in order to protect foreign rights. In the case involving foreign patent rights, DOE shall be granted an additional 180 days with which to respond to the request for approval, unless extended by mutual agreement.
- (d) Conditions When the Government May Obtain Title. The Contractor will convey to the DOE, upon written request, title to any subject invention-
- (1) If the Contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title; provided, that DOE may only request title within sixty (60) days after learning of the failure of the Contractor to disclose or to elect within the specified times.
  - (2) In those countries in which the Contractor fails to file a patent application within the times specified in subparagraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in subparagraph (c) above, but prior to its receipt of the written request of the DOE, the Contractor shall continue to retain title in that country.
  - (3) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in a reexamination or opposition proceeding on, a patent on a subject invention.
  - (4) If the Contractor requests that DOE acquire title or rights from the Contractor in a subject invention to which the Contractor had initially retained title or rights, or in an exceptional circumstance subject invention to which the Contractor was granted greater rights, DOE may acquire such title or rights from the Contractor, or DOE may decide against acquiring such title or rights from the Contractor, at DOE's sole discretion.
- (e) Minimum Rights of the Contractor and Protection of the Contractor's Right to File.
- (1) Request for a Contractor license. The Contractor may request the right to reserve a revocable, nonexclusive, royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. DOE may grant or refuse to grant such a request by the Contractor. When DOE approves such reservation, the Contractor's license will normally extend to its domestic subsidiaries and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of DOE except when transferred to the successor of that part of the contractor's business to which the invention pertains.

- (2) Revocation or modification of a Contractor license. The Contractor's domestic license may be revoked or modified by DOE to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR Part 404 and DOE licensing regulations at 10 CFR Part 781. This license will not be revoked in the field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the subject invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of DOE to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application of the subject invention in that foreign country.
  - (3) Notice of revocation or modification of a Contractor license. Before revocation or modification of the license, DOE will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty days (or such other time as may be authorized by DOE for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and DOE licensing regulations at 10 CFR part 781 concerning the licensing of Government owned inventions, any decision concerning the revocation or modification of the license.
- (f) Contractor Action to Protect the Government's Interest.
- (1) Execution of delivery of title or license instruments. The Contractor agrees to execute or to have executed, and promptly deliver to the Patent Counsel all instruments necessary to accomplish the following actions:
    - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and
    - (ii) convey title to DOE when requested under subparagraphs (b) or paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention.
  - (1) Contractor employee agreements. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to Contractor personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor, each subject invention made under this contract in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by subparagraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
  - (2) Notification of discontinuation of patent protection. The contractor will notify the Patent Counsel of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
  - (3) Notification of Government rights. The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with

government support under (identify the contract) awarded by (identify the Federal agency).  
The government has certain rights in the invention."

- (4) Invention Identification Procedures. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a written description of such procedures to the Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness.
  - (5) Invention Filing Documentation. If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel, upon request, the following information and documents:
    - (i) the filing date, serial number, title, and a copy of the patent application (including an English-language version if filed in a language other than English);
    - (ii) an executed and approved instrument fully confirmatory of all Government rights in the subject invention; and
    - (iii) the patent number, issue date, and a copy of any issued patent claiming the subject invention.
  - (7) Duplication and disclosure of documents. 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; provided, however, that any such duplication or disclosure by the Government is subject to the confidentiality provision at 35 U.S.C. 205 and 37 CFR Part 40.
- (g) Subcontracts.
- (1) Subcontractor subject inventions. The Contractor shall not obtain rights in the subcontractor's subject inventions as part of the consideration for awarding a subcontract.
  - (2) Inclusion of patent rights clause-non-profit organization or small business firm subcontractors. Unless otherwise authorized or directed by the Contracting Officer, the Contractor shall include the patent rights clause at 48 CFR 952.227-11, suitably modified to identify the parties, in all subcontracts, at any tier, for experimental, developmental, demonstration or research work to be performed by a small business firm or domestic nonprofit organization, except subcontracts which are subject to exceptional circumstances in accordance with 35 U.S.C. 202 and subparagraph (b)(2) of this clause. The subcontractor retains all rights provided for the contractor in the patent rights clause at 48 CFR 952.227-11.
  - (3) Inclusion of patent rights clause-subcontractors other than non-profit organizations and small business firms. Except for the subcontracts described in subparagraph (g)(2) of this clause, the Contractor shall include the patent rights clause at 48 CFR 952.227-13, suitably modified to identify the parties, in any contract for experimental, developmental, demonstration or research work. For subcontracts subject to exceptional circumstances, the contractor must consult with DOE patent counsel with respect to the appropriate patent clause.
  - (4) DOE and subcontractor contract. With respect to subcontracts at any tier, DOE, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and DOE with respect to the matters covered by the clause: provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

- (5) Subcontractor refusal to accept terms of patent clause. If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer.
- (6) Notification of award of subcontract. Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract.
- (7) Identification of subcontractor subject inventions. If the Contractor in the performance of this contract becomes aware of a subject invention made under a subcontract, the Contractor shall promptly notify Patent Counsel and identify the subject invention.
- (h) Reporting on Utilization of Subject Inventions. The Contractor agrees to submit to DOE on request, periodic reports, no more frequently than annually, on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as DOE may reasonably specify. The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), DOE agrees it will not disclose such information to persons outside the Government without permission of the Contractor.
- (i) Preference for United States Industry. Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.
- (j) March-in Rights. The Contractor agrees that, with respect to any subject invention in which it has acquired title, DOE has the right in accordance with the procedures in 37 CFR 401.6 and any DOE supplemental regulations to require the Contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and, if the Contractor, assignee or exclusive licensee refuses such a request, DOE has the right to grant such a license itself if DOE determines that:
  - (1) such action is necessary because the Contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use;
  - (2) such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the Contractor, assignee, or their licensees;

- (3) such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Contractor, assignee, or licensees:  
or
  - (4) such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived, or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.
- (k) Special Provisions for Contracts With Nonprofit Organizations. If the Contractor is a nonprofit organization, it agrees that:
- (1) DOE approval of assignment of rights. Rights to a subject invention in the United States may not be assigned by the Contractor without the approval of DOE, except where such assignment is made to an organization which has as one of its primary functions the management of inventions; provided, that such assignee will be subject to the same provisions of this clause as the Contractor.
  - (2) Small business firm licensees. It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms, and that it will give a preference to a small business firm when licensing a subject invention if the Contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the Contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor. However, the Contractor agrees that the Secretary of Commerce may review the Contractor's licensing program and decisions regarding small business firm applicants, and the Contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when that Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of this subparagraph (k)(2).
  - (3) Contractor licensing of subject inventions. To the extent that it provides the most effective technology transfer, licensing of subject inventions shall be administered by Contractor employees on location at the facility.
- (l) Communications. The Contractor shall direct any notification, disclosure or request provided for in this clause to the Patent Counsel assisting the DOE contracting activity.
- (m) Reports.
- (1) Interim reports. Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period.
  - (2) Final reports. Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period.
- (n) Examination of Records Relating to Subject Inventions.

- (1) Contractor compliance. Until the expiration of three (3) years after final payment under this contract, the Contracting Officer or any authorized representative may examine any books (including laboratory notebooks), records, documents, and other supporting data of the Contractor, which the Contracting Officer or authorized representative deems reasonably pertinent to the discovery or identification of subject inventions, including exceptional circumstance subject inventions, or to determine Contractor compliance with any requirement of this clause.
  - (2) Unreported inventions. If the Contracting Officer is aware of an invention that is not disclosed by the Contractor to DOE, and the Contracting Officer believes the unreported invention may be a subject invention, including exceptional circumstance subject inventions, DOE may require the Contractor to submit to DOE a disclosure of the invention for a determination of ownership rights.
  - (3) Confidentiality. Any examination of records under this paragraph is subject to appropriate conditions to protect the confidentiality of the information involved.
  - (4) Power of inspection. With respect to a subject invention for which the Contractor has responsibility for patent prosecution, the Contractor shall furnish the Government, upon request by DOE, an irrevocable power to inspect and make copies of a prosecution file for any patent application claiming the subject invention.
- (o) Facilities License. In addition to the rights of the parties with respect to inventions or discoveries conceived or first actually reduced to practice in the course of or under this contract, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice or acquired by the Contractor at any time through completion of this contract and which are incorporated or embodied in the construction of the facility or which are utilized in the operation of the facility or which cover articles, materials, or product manufactured at the facility (1) to practice or have practiced by or for the Government at the facility, and (2) to transfer such license with the transfer of that facility. Notwithstanding the acceptance or exercise by the Government of these rights, the Government may contest at any time the enforceability, validity or scope of, or title to, any rights or patents herein licensed.
- (p) Atomic Energy.
- (1) Pecuniary awards. No claim for pecuniary award of compensation under the provisions of the Atomic Energy Act of 1954, as amended, may be asserted with respect to any invention or discovery made or conceived in the course of or under this contract.
  - (2) Patent agreements. Except as otherwise authorized in writing by the Contracting Officer, the Contractor shall obtain patent agreements to effectuate the provisions of subparagraph (p)(1) of this clause from all persons who perform any part of the work under this contract, except nontechnical personnel, such as clerical employees and manual laborers.
- (q) Classified Inventions.
- (1) Approval for filing a foreign patent application. The Contractor shall not file or cause to be filed an application or registration for a patent disclosing a subject invention related to classified subject matter in any country other than the United States without first obtaining the written approval of the Contracting Officer.
  - (2) Transmission of classified subject matter. If in accordance with this clause the Contractor files a patent application in the United States disclosing a subject invention that is classified for reasons of security, the Contractor shall observe all applicable security regulations covering the transmission of classified subject matter. If the Contractor transmits a patent



application disclosing a classified subject invention to the United States Patent and Trademark Office (USPTO), the Contractor shall submit a separate letter to the USPTO identifying the contract or contracts by agency and agreement number that require security classification markings to be placed on the patent application.

- (3) Inclusion of clause in subcontracts. The Contractor agrees to include the substance of this clause in subcontracts at any tier that cover or are likely to cover subject matter classified for reasons of security.
- (r) Patent Functions. Upon the written request of the Contracting Officer or Patent Counsel, the Contractor agrees to make reasonable efforts to support DOE in accomplishing patent-related functions for work arising out of the contract, including, but not limited to, the prosecution of patent applications, and the determination of questions of novelty, patentability, and inventorship.
- (s) Educational Awards Subject to 35 U.S.C. 212. The Contractor shall notify the Contracting Officer prior to the placement of any person subject to 35 U.S.C. 212 in an area of technology or task (1) related to exceptional circumstance technology or (2) which is subject to treaties or international agreements as set forth in paragraph (b)(3) of this clause or agreements other than funding agreements. The Contracting Officer may disapprove of any such placement.
- (t) Annual Appraisal by Patent Counsel. Patent Counsel may conduct an annual appraisal to evaluate the Contractor's effectiveness in identifying and protecting subject inventions in accordance with DOE policy.

**L.0109 DEAR 970.5228-1 – INSURANCE- LITIGATION AND CLAIMS (MAR 2002) (DEVIATION)**

- (a) The contractor may, with the prior written authorization of the contracting officer, and shall, upon the request of the Government, initiate litigation against third parties, including proceedings before administrative agencies, in connection with this contract. The contractor shall proceed with such litigation in good faith and as directed from time to time by the contracting officer.
- (b) The contractor shall give the contracting officer immediate notice in writing of any legal proceeding, including any proceeding before an administrative agency, filed against the contractor arising out of the performance of this contract. Except as otherwise directed by the contracting officer, in writing, the contractor shall furnish immediately to the contracting officer copies of all pertinent papers received by the contractor with respect to such action. The contractor, with the prior written authorization of the contracting officer, shall proceed with such litigation in good faith and as directed from time to time by the contracting officer.
- (c)
  - (1) Except as provided in paragraph (c)(2) of this clause, the contractor shall procure and maintain such bonds and insurance as required by law or approved in writing by the contracting officer.
  - (2) The contractor may, with the approval of the contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the contractor is qualified pursuant to statutory authority.
  - (3) All bonds and insurance required by this clause shall be in a form and amount and for those periods as the contracting officer may require or approve and with sureties and insurers approved by the contracting officer.

- (d) The contractor agrees to submit for the contracting officer's approval, to the extent and in the manner required by the contracting officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. If an insurance cost (whether a premium for commercial insurance or related to self-insurance) includes a portion covering costs made unallowable elsewhere in the contract, and the share of the cost for coverage for the unallowable cost is determinable, the portion of the cost that is otherwise an allowable cost under this contract is reimbursable to the extent determined by the contracting officer.
- (e) Except as provided in subparagraphs (g) and (h) of this clause, or specifically disallowed elsewhere in this contract, the contractor shall be reimbursed:
  - (1) for that portion of the reasonable cost of bonds and insurance allocable to this contract required in accordance with contract terms or approved under this clause, and
  - (2) for liabilities (and reasonable expenses incidental to such liabilities, including litigation costs) to third persons not compensated by insurance or otherwise without regard to and as an exception to the clause of this contract entitled, "Obligation of Funds."
- (f) The Government's liability under paragraph (e) of this clause is subject to the availability of appropriated funds. Nothing in this contract shall be construed as implying that the Congress will, at a later date, appropriate funds sufficient to meet deficiencies.
- (g) Notwithstanding any other provision of this contract, the contractor shall not be reimbursed for liabilities (and expenses incidental to such liabilities, including litigation costs, counsel fees, judgment and settlements):
  - (1) which are otherwise unallowable by law or the provisions of this contract; or
  - (2) for which the contractor has failed to insure or to maintain insurance as required by law, this contract, or by the written direction of the contracting officer.
- (h) In addition to the cost reimbursement limitations contained in 48 CFR Part 31, as supplemented by 48 CFR 970.31, and notwithstanding any other provision of this contract, the contractor's liabilities to third persons, including employees but excluding costs incidental to worker's compensation actions, (and any expenses incidental to such liabilities, including litigation costs, counsel fees, judgments and settlements) shall not be reimbursed if such liabilities were caused by contractor managerial personnel's (see Additional Definitions clause of this contract):
  - (1) willful misconduct, or
  - (2) lack of good faith.
- (i) The burden of proof shall be upon the contractor to establish that costs covered by paragraph (h) of this clause are allowable and reasonable if, after an initial review of the facts, the contracting officer challenges a specific cost or informs the contractor that there is reason to believe that the cost results from willful misconduct, or lack of good faith by contractor managerial personnel.
- (j)
  - (1) All litigation costs, including counsel fees, judgments and settlements shall be differentiated and accounted for by the contractor so as to be separately identifiable. If the contracting officer provisionally disallows such costs, then the contractor may not use funds advanced by DOE under the contract to finance the litigation.
  - (2) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of liabilities referred to in paragraph (g)(1) of this clause is not allowable.

- (3) The term "contractor's managerial personnel" is defined in the Additional Definitions clause of this contract.
- (k) The contractor may at its own expense and not as an allowable cost procure for its own protection insurance to compensate the contractor for any unallowable or unreimbursable costs incurred in connection with contract performance.
- (l) If any suit or action is filed or any claim is made against the contractor, the cost and expense of which may be reimbursable to the contractor under this contract, and the risk of which is then uninsured or is insured for less than the amount claimed, the contractor shall:
  - (1) immediately notify the contracting officer and promptly furnish copies of all pertinent papers received;
  - (2) authorize Department representatives to collaborate with: in-house or DOE-approved outside counsel in settling or defending the claim; or counsel for the insurance carrier in settling or defending the claim if the amount of the liability claimed exceeds the amount of coverage, unless precluded by the terms of the insurance contract; and
  - (3) authorize Department representatives to settle the claim or to defend or represent the contractor in and/or to take charge of any litigation, if required by the Department, if the liability is not insured or covered by bond. In any action against more than one Department contractor, the Department may require the contractor to be represented by common counsel. Counsel for the contractor may, at the contractor's own expense, be associated with the Department representatives in any such claim or litigation.
- (m) Reasonable litigation and other legal expenses are allowable when incurred in accordance with the DOE approved contractor legal management procedures (including cost guidelines) as such procedures may be revised from time to time, and if not otherwise made unallowable by law or the provisions of this contract.

**1.0110 DEAR 970.5229-1 – STATE AND LOCAL TAXES (MAR 2002)**

- (a) The contractor agrees to notify the contracting officer of any State or local tax, fee, or charge levied or purported to be levied on or collected from the contractor with respect to the contract work, any transaction thereunder, or property in the custody or control of the contractor and constituting an allowable item of cost if due and payable, but which the contractor has reason to believe, or the contracting officer has advised the contractor, is or may be inapplicable or invalid; and the contractor further agrees to refrain from paying any such tax, fee, or charge unless authorized in writing by the contracting officer. Any State or local tax, fee, or charge paid with the approval of the contracting officer or on the basis of advice from the contracting officer that such tax, fee, or charge is applicable and valid, and which would otherwise be an allowable item of cost, shall not be disallowed as an item of cost by reason of any subsequent ruling or determination that such tax, fee, or charge was in fact inapplicable or invalid.
- (b) The contractor agrees to take such action as may be required or approved by the contracting officer to cause any State or local tax, fee, or charge which would be an allowable cost to be paid under protest; and to take such action as may be required or approved by the contracting officer to seek recovery of any payments made, including assignment to the Government or its designee of all rights to an abatement or refund thereof, and granting permission for the Government to join with the contractor in any proceedings for the recovery thereof or to sue for recovery in the name of the contractor. If the contracting officer directs the contractor to institute litigation to enjoin the collection of or to recover payment of any such tax, fee, or charge referred to above, or if a claim or suit is filed against the contractor for a tax, fee, or charge it has refrained from paying in accordance with this clause, the procedures and

requirements of the clause entitled "Insurance-Litigation and Claims" shall apply and the costs and expenses incurred by the contractor shall be allowable items of costs, as provided in this contract, together with the amount of any judgment rendered against the contractor.

- (c) The Government shall hold the contractor harmless from penalties and interest incurred through compliance with this clause. All recoveries or credits in respect of the foregoing taxes, fees, and charges (including interest) shall inure to and be for the sole benefit of the Government.

**I.0111 DEAR 970.5231-4 – PRE-EXISTING CONDITIONS (DEC 2000) ALTERNATE I (DEC 2000) (DEVIATION)**

- (a) Any liability, obligation, loss, damage, claim (including without limitation, a claim involving strict or absolute liability), action, suit, civil fine or penalty, cost, expense or disbursement, which may be incurred or imposed, or asserted by any party and arising out of any condition, act or failure to act which occurred before the effective date of this modification, in conjunction with the management and operation of Stanford Linear Accelerator Center, modification, shall be deemed incurred under terms and conditions of Contract No. DE -AC03-76SF00515 in effect prior to Modification No. 339.
- (b) The obligations of the Department of Energy under this clause are subject to the availability of appropriated funds.

**I.0112 DEAR 970.5232-1 – REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)**

- (a) The contracting officer may reduce or suspend further advance, partial, or progress payments to the contractor upon a written determination by the Senior Procurement Executive that substantial evidence exists that the contractor's request for advance, partial, or progress payment is based on fraud.
- (b) The contractor shall be afforded a reasonable opportunity to respond in writing.

**I.0113 DEAR 970.5232-2 – PAYMENTS AND ADVANCES (DEC 2000) ALTERNATE III (DEC 2000) (DEVIATION)**

- (a) Reserved.
- (b) Payments on Account of Allowable Costs. The contracting officer and the contractor shall agree as to the extent to which payment for allowable costs or payments for other items specifically approved in writing by the contracting officer (for example, negotiated fixed amounts) shall be made from advances of Government funds. When pension contributions are paid by the contractor to the retirement fund less frequently than quarterly, accrued costs therefore shall be excluded from costs for payment purposes until such costs are paid. If pension contribution are paid on a quarterly or more frequent basis, accrual therefor may be included in costs for payment purposes, provided that they are paid to the fund within 30 days after the close of the period covered. If payments are not made to the fund within such 30-day period, pension contribution costs shall be excluded from cost for payment purposes until payment has been made.
- (c) Special financial institution account-use. All advances of Government funds shall be withdrawn pursuant to a payments cleared financing arrangement prescribed by DOE in favor of the financial institution or, at the option of the Government, shall be made by direct payment or other payment mechanism to the contractor, and shall be deposited only in the special financial institution account referred to in the Special Financial Institution Account Agreement, which is

incorporated into this contract as Appendix C. No part of the funds in the special financial institution account shall be commingled with any funds of the contractor or used for a purpose other than that of making payments for costs allowable and, if applicable, fees earned under this contract, negotiated fixed amounts, or payments for other items specifically approved in writing by the contracting officer. If the contracting officer determines that the balance of such special financial institution account exceeds the contractor's current needs, the contractor shall promptly make such disposition of the excess as the contracting officer may direct.

- (d) Title to funds advanced. Title to the unexpended balance of any funds advanced and of any special financial institution account established pursuant to this clause shall remain in the Government and be superior to any claim or lien of the financial institution of deposit or others. It is understood that an advance to the contractor hereunder is not a loan to the contractor, and will not require the payment of interest by the contractor, and that the contractor acquires no right, title or interest in or to such advance other than the right to make expenditures there from, as provided in this clause.
- (e) Financial settlement. The Government shall promptly pay to the contractor the unpaid balance of allowable costs (or other items specifically approved in writing by the contracting officer) and fee upon termination of the work, expiration of the term of the contract, or completion of the work and its acceptance by the Government after:
  - (1) compliance by the contractor with DOE's patent clearance requirements, and
  - (2) the furnishing by the contractor of:
    - (i) an assignment of the contractor's rights to any refunds, rebates, allowances, accounts receivable, collections accruing to the contractor in connection with the work under this contract, or other credits applicable to allowable costs under the contract;
    - (ii) a closing financial statement;
    - (iii) the accounting for Government-owned property required by the clause entitled "Property"; and
    - (iv) a release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract subject only to the following exceptions:
      - (A) specified claims in stated amounts or in estimated amounts where the amounts are not susceptible to exact statement by the contractor;
      - (B) claims, together with reasonable expenses incidental thereto, based upon liabilities of the contractor to third parties arising out of the performance of this contract: provided that such claims are not known to the contractor on the date of the execution of the release; and provided further that the contractor gives notice of such claims in writing to the contracting officer promptly, but not more than one (1) year after the contractor's right of action first accrues. In addition, the contractor shall provide prompt notice to the contracting officer of all potential claims under this clause, whether in litigation or not (see also Contract Clause--, DEAR 970.5228-1, "Insurance-Litigation and Claims");
      - (C) claims for reimbursement of costs (other than expenses of the contractor by reason of any indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the contractor under the provisions of this contract relating to patents; and

(D) claims recognizable under the clause entitled, Nuclear Hazards Indemnity Agreement.

- (3) In arriving at the amount due the contractor under this clause, there shall be deducted:
- (i) any claim which the Government may have against the contractor in connection with this contract, and
  - (ii) deductions due under the terms of this contract, and not otherwise recovered by or credited to the Government. The unliquidated balance of the special financial institution account may be applied to the amount due and any balance shall be returned to the Government forthwith.
- (f) Claims. Claims for credit against funds advanced for payment shall be accompanied by such supporting documents and justification as the contracting officer shall prescribe.
- (g) Discounts. The contractor shall take and afford the Government the advantage of all known and available cash and trade discounts, rebates, allowances, credits, salvage, and commissions unless the contracting officer finds that action is not in the best interest of the Government.
- (h) Collections. All collections accruing to the contractor in connection with the work under this contract, except for the contractor's fee and royalties or other income accruing to the contractor from technology transfer activities in accordance with this contract, shall be Government property and shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract and, to the extent consistent with those requirements, shall be deposited in the special financial institution account or otherwise made available for payment of allowable costs under this contract, unless otherwise directed by the contracting officer.
- (i) Direct payment of charges. The Government reserves the right, upon ten days written notice from the contracting officer to the contractor, to pay directly to the persons concerned, all amounts due which otherwise would be allowable under this contract. Any payment so made shall discharge the Government of all liability to the contractor therefore.
- (j) Determining allowable costs. The contracting officer shall determine allowable costs in accordance with the Federal Acquisition Regulation subpart 31.2 and the Department of Energy Acquisition Regulation subpart 48 CFR 970.31 in effect on the date of this contract and other provisions of this contract.
- (k) Review and approval of costs incurred. The contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. The contractor shall certify the Cost Statement subject to the penalty provisions for unallowable costs as stated in sections 306(b) and (i) of the Federal Property and Administrative Services Act of 1949 (41 U.S.C. 256), as amended. DOE, after audit and appropriate adjustment, will approve such Cost Statement. This approval by DOE will constitute an acknowledgment by DOE that the net costs incurred are allowable under the contract and that they have been recorded in the accounts maintained by the contractor in accordance with DOE accounting policies, but will not relieve the contractor of responsibility for DOE's assets in its care, for appropriate subsequent adjustments, or for errors later becoming known to DOE.

**1.0114 DEAR 970.5232-3 – ACCOUNTS, RECORDS AND INSPECTION (DEC 2000) (DEVIATION)**

- (a) Accounts. The contractor shall maintain a separate and distinct set of accounts, records, documents, and other evidence showing and supporting: all allowable costs incurred; collections accruing to the contractor in connection with the work under this contract, other applicable

credits, negotiated fixed amounts, and fee accruals under this contract: and the receipt, use, and disposition of all Government property coming into the possession of the contractor under this contract. The system of accounts employed by the contractor shall be satisfactory to DOE and in accordance with generally accepted accounting principles consistently applied.

- (b) Inspection and audit of accounts and records. All books of account and records relating to this contract shall be subject to inspection and audit by DOE or its designees in accordance with the provisions of Clause 1.80. Access to and Ownership of Records, at all reasonable times, before and during the period of retention provided for in paragraph (d) of this clause, and the contractor shall afford DOE proper facilities for such inspection and audit.
- (c) Audit of subcontractors' records. The contractor also agrees, with respect to any subcontracts (including fixed-price or unit-price subcontracts or purchase orders) where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor of any tier, to either conduct an audit of the subcontractor's costs or arrange for such an audit to be performed by the cognizant government audit agency through the contracting officer.
- (d) Disposition of records. Except as agreed upon by the Government and the contractor, all financial and cost reports, books of account and supporting documents, system files, data bases, and other data evidencing costs allowable, collections accruing to the contractor in connection with the work under this contract, other applicable credits, and fee accruals under this contract, shall be the property of the Government, and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of this contract and final audit of accounts hereunder. Except as otherwise provided in this contract, including provisions of Clause 1.80. Access to and Ownership of Records, all other records in the possession of the contractor relating to this contract shall be preserved by the contractor for a period of three years after final payment under this contract or otherwise disposed of in such manner as may be agreed upon by the Government and the contractor.
- (e) Reports. The contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the contracting officer may from time to time require.
- (f) Inspections. The DOE shall have the right to inspect the work and activities of the contractor under this contract at such time and in such manner as it shall deem appropriate.
- (g) Subcontracts. The contractor further agrees to require the inclusion of provisions similar to those in paragraphs (a) through (g) and paragraph (h) of this clause in all subcontracts (including fixed-price or unit-price subcontracts or purchase orders) of any tier entered into hereunder where, under the terms of the subcontract, costs incurred are a factor in determining the amount payable to the subcontractor.
- (h) Comptroller General.
  - (1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.
  - (2) This paragraph may not be construed to require the contractor or subcontractor to create or maintain any record that the contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

- (3) Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.
- (i) Internal audit. The contractor agrees to establish and maintain an internal audit activity and provide the following reports:
- (1) Internal Audit Implementation Design. Within thirty (30) days of contract award and each 5th year of contract performance or upon the exercise of any contract option or the extension of the contract, the contractor shall submit to the contracting officer an Internal Audit Implementation Design to include the overall strategy for the audit activity. The Implementation Design will describe:
- (i) the audit activity's placement within the contractor's organization including reporting requirements;
  - (ii) its size and the experience and educational standards of the audit staff;
  - (iii) its relationship to the corporate parent(s) of the contractor;
  - (iv) the standards used to audit;
  - (v) an overall audit strategy for relevant performance period of this contract, considering particularly the method of auditing costs incurred in the performance of the contract;
  - (vi) the intended use of external audit resources;
  - (vii) the plan for audit, both pre-award and post-award of subcontracts; and
  - (viii) the schedule of peer review of the internal audit activity by other DOE contractor internal audit activities.
- (2) Annual Audit Report. By each January 31 of the contract performance period, the contractor shall submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year and their results.
- (3) Annual Audit Plan. By each June 30 of the contract performance period, the contractor shall submit to the contracting officer an annual audit plan that reflects the activities to be undertaken during the next fiscal year. The contractor shall design the Annual Audit Plan to test the costs incurred and contractor management systems described in the internal audit design.
- (4) Contracting officer's satisfaction. The design of the internal audit activity submitted under subparagraph (1), the annual report submitted under subparagraph (2), and the annual audit plan submitted under subparagraph (3) shall be satisfactory to the contracting officer.
- (j) Statement of Costs Incurred and Claimed. At any time during contract performance, should the contracting officer determine that the costs incurred are unallowable to an extent to cause him or her to lose confidence in the contractor's management controls or the contractor's management systems that validate the costs incurred and claimed, the contracting officer may, in his or her sole discretion, impose conditions upon the contractor's use of the special financial institution account or use of the Statement of Costs Incurred and Claimed in whole or in part, including direction that specific types of costs to be claimed by periodic vouchering. This action shall not relieve the contractor from any obligation to perform its obligations under this contract. In addition, the contracting officer may direct the contractor to pay the Government an amount equal to the unallowable costs or payments improperly made and take any other action or combination of actions provided in the contract, at law, or in equity.



**I.0115 DEAR 970.5232-4 – OBLIGATION OF FUNDS (DEC 2000) (DEVIATION)**

- (a) Obligation of funds. The amount presently obligated by the Government with respect to this contract is \$4,396,634,421.38. Such amount may be increased unilaterally by DOE by written notice to the contractor and may be increased or decreased by written agreement of the parties (whether or not by formal modification of this contract). Estimated collections from others for work and services to be performed under this contract are not included in the amount presently obligated. Such collections, to the extent actually received by the contractor, shall be processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract. Nothing in this paragraph is to be construed as authorizing the contractor to exceed limitations stated in financial plans established by DOE and furnished to the contractor from time to time under this contract.
- (b) Limitation on payment by the Government. Except as otherwise provided in this contract and except for costs which may be incurred by the contractor pursuant to the Termination clause of this contract or costs of claims allowable under the contract occurring after completion or termination and not released by the contractor at the time of financial settlement of the contract in accordance with the clause entitled "Payments and Advances", payment by the Government under this contract on account of allowable costs shall not, in the aggregate, exceed the amount obligated with respect to this contract. Unless expressly negated in this contract, payment on account of those costs excepted in the preceding sentence which are in excess of the amount obligated with respect to this contract shall be subject to the availability of:
- (1) collections accruing to the contractor in connection with the work under this contract and processed and accounted for in accordance with applicable requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract, and
  - (2) other funds which DOE may legally use for such purpose, provided DOE will use its best efforts to obtain the appropriation of funds for this purpose if not otherwise available.
- (c) Notices-Contractor excused from further performance. The contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the contractor's best estimate of collections to be received and available during the 45 day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only 45 days and to cover the contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. Whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), less the amount of the contractor's fee then earned but not paid and any negotiated fixed amounts, is in the contractor's best judgment sufficient only to liquidate outstanding encumbrances and liabilities on account of costs allowable under this contract, the contractor shall immediately notify DOE and shall make no further encumbrances or expenditures (except to liquidate existing encumbrances and liabilities), and, unless the parties otherwise agree, the contractor shall be excused from further performance (except such performance as may become necessary in connection with termination by the Government) and the performance of all work hereunder will be deemed to have been terminated for the convenience of the Government in accordance with the provisions of the Termination clause of this contract.
- (d) Financial plans: cost and encumbrance limitations. In addition to the limitations provided for elsewhere in this contract, DOE may, through financial plans, such as Approved Funding Programs, or other directives issued to the contractor, establish controls on the costs to be

incurred and encumbrances to be made in the performance of the contract work. Such plans and directives may be amended or supplemented from time to time by DOE. The contractor agrees:

- (1) to comply with the specific limitations (ceilings) on costs and encumbrances set forth in such plans and directives;
  - (2) to comply with other requirements of such plans and directives; and
  - (3) to notify DOE promptly, in writing, whenever it has reason to believe that any limitation on costs and encumbrances will be exceeded or substantially underrun.
- (e) Government's right to terminate not affected. The giving of any notice under this clause shall not be construed to waive or impair any right of the Government to terminate the contract under the provisions of the Termination clause of this contract.

**I.0116 DEAR 970.5232-5 – LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000)**

- (a) The contractor is not liable to the Government for increased costs or interest resulting from its failure to comply with the clauses of this contract entitled, "Cost Accounting Standards", and "Administration of Cost Accounting Standards", if its failure to comply with the clauses is caused by the contractor's compliance with published DOE financial management policies and procedures or other requirements established by the Department's Chief Financial Officer or Procurement Executive.
- (b) The contractor is not liable to the Government for increased costs or interest resulting from its subcontractors' failure to comply with the clauses at FAR 52.230-2, "Cost Accounting Standards", and FAR 52.230-6, "Administration of Cost Accounting Standards", if the contractor includes in each covered subcontract a clause making the subcontractor liable to the Government for increased costs or interest resulting from the subcontractor's failure to comply with the clauses; and the contractor seeks the subcontract price adjustment and cooperates with the Government in the Government's attempts to recover from the subcontractor.

**I.0117 DEAR 970.5232-6 – WORK FOR OTHERS FUNDING AUTHORIZATION (DEC 2000)**

Any uncollectible receivables resulting from the contractor utilizing contractor corporate funding for reimbursable work shall be the responsibility of the contractor, and the United States Government shall have no liability to the contractor for the contractor's uncollected receivables. The contractor is permitted to provide advance payment utilizing contractor corporate funds for reimbursable work to be performed by the contractor for a non-Federal entity in instances where advance payment from that entity is required under the Laws, regulations, and DOE directives clause of this contract and such advance cannot be obtained. The contractor is also permitted to provide advance payment utilizing contractor corporate funds to continue reimbursable work to be performed by the contractor for a Federal entity when the term or the funds on a Federal interagency agreement required under the Laws, regulations, and DOE directives clause of this contract have elapsed. The contractor's utilization of contractor corporate funds does not relieve the contractor of its responsibility to comply with all requirements for Work for Others applicable to this contract.

**I.0118 DEAR 970.5232-7 – FINANCIAL MANAGEMENT SYSTEM (DEC 2000)**

The contractor shall maintain and administer a financial management system that is suitable to provide proper accounting in accordance with DOE requirements for assets, liabilities, collections accruing to the contractor in connection with the work under this contract, expenditures, costs, and encumbrances; permits the preparation of accounts and accurate, reliable financial and statistical

reports: and assures that accountability for the assets can be maintained. The contractor shall submit to DOE for written approval an annual plan for new financial management systems and/or subsystems and major enhancements and/or upgrades to the currently existing financial systems and/or subsystems. The contractor shall notify DOE thirty (30) days in advance of any planned implementation of any substantial deviation from this plan and, as requested by the contracting officer, shall submit any such deviation to DOE for written approval before implementation.

**I.0119 DEAR 970.5232-8 – INTEGRATED ACCOUNTING (DEC 2000)**

Integrated accounting procedures are required for use under this contract. The contractor's financial management system shall include an integrated accounting system that is linked to DOE's accounts through the use of reciprocal accounts and that has electronic capability to transmit monthly and year-end self-balancing trial balances to the Department's Primary Accounting System for reporting financial activity under this contract in accordance with requirements imposed by the contracting officer pursuant to the Laws, regulations, and DOE directives clause of this contract.

**I.0120 DEAR 970.5235-1 – FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT (DEC 2000)**

- (a) Pursuant to 48 CFR 35.017-1, this contract constitutes the sponsoring agreement between the Department of Energy and the contractor, which establishes the relationship for the operation of a Department of Energy sponsored Federally Funded Research and Development Center (FFRDC).
- (b) In the operation of this FFRDC, the contractor may be provided access beyond that which is common to the normal contractual relationship, to Government and supplier data, including sensitive and proprietary data, and to Government employees and facilities needed to discharge its responsibilities efficiently and effectively. Because of this special relationship, it is essential that the FFRDC be operated in the public interest with objectivity and independence, be free from organizational conflicts of interest, and have full disclosure of its affairs to the Department of Energy.
- (c) Unless otherwise provided by the contract, the contractor may accept work from a nonsponsor (as defined in 48 CFR 35.017) in accordance with the requirements and limitations of DOE Order 481.1, Work for Others (Non-Department of Energy Funded Work) (see current version).
- (d) As an FFRDC, the contractor shall not use its privileged information or access to government facilities to compete with the private sector. Specific guidance on restricted activities is contained in DOE Order 481.1.

**I.0121 DEAR 970.5236-1 – GOVERNMENT FACILITY SUBCONTRACT APPROVAL (DEC 2000)**

Upon request of the contracting officer and acceptance thereof by the contractor, the contractor shall procure, by subcontract, the construction of new facilities or the alteration or repair of Government-owned facilities at the plant. Any subcontract entered into under this paragraph shall be subject to the written approval of the contracting officer and shall contain the provisions relative to labor and wages required by law to be included in contracts for the construction, alteration, and/or repair, including painting and decorating, of a public building or public work.

**I.0122 DEAR 970.5237-2 – FACILITIES MANAGEMENT (DEC 2000)**

- (a) Site development planning. The Government shall provide to the contractor site development guidance for the facilities and lands for which the contractor is responsible under the terms and

conditions of this contract. Based upon this guidance, the contractor shall prepare, and maintain through annual updates, a Long-Range Site Development Plan (Plan) to reflect those actions necessary to keep the development of these facilities current with the needs of the Government and allow the contractor to successfully accomplish the work required under this contract. In developing this Plan, the contractor shall follow the procedural guidance set forth in the applicable DOE Directives in the Life Cycle Facility Operations Series listed elsewhere in this contract. The contractor shall use the Plan to manage and control the development of facilities and lands. All plans and revisions shall be approved by the Government.

- (b) General design criteria. The general design criteria which shall be utilized by the contractor in managing the site for which it is responsible under this contract are those specified in the applicable DOE Directives in the 6430, Design Criteria, series listed elsewhere in this contract. The contractor shall comply with these mandatory, minimally acceptable requirements for all facility designs with regard to any building acquisition, new facility, facility addition or alteration or facility lease undertaken as part of the site development activities of paragraph (a) of this clause. This includes on-site constructed buildings, pre-engineered buildings, plan-fabricated modular buildings, and temporary facilities. For existing facilities, original design criteria apply to the structure in general; however, additions or modifications shall comply with this directive and the associated latest editions of the references therein. An exception may be granted for off-site office space being leased by the contractor on a temporary basis.
- (c) Energy management. The contractor shall manage the facilities for which it is responsible under the terms and conditions of this contract in an energy efficient manner in accordance with the applicable DOE Directives in the Life Cycle Facility Operations Series listed elsewhere in this contract. The contractor shall develop a 10-year energy management plan for each site with annual reviews and revisions. The contractor shall submit an annual report on progress toward achieving the goals of the 10-year plan for each individual site, and an energy conservation analysis report for each new building or building addition project. Any acquisition of utility services by the contractor shall be conducted in accordance with 48 CFR 970.41.
- (d) Subcontract Requirements. To the extent the contractor subcontracts performance of any of the responsibilities discussed in this clause, the subcontract shall contain the requirements of this clause relative to the subcontracted responsibilities.

**1.0123 DEAR 970.5242-1 – PENALTIES FOR UNALLOWABLE COSTS (DEC 2000)**

- (a) Contractors which include unallowable cost in a submission for settlement for cost incurred, may be subject to penalties.
- (b) If, during the review of a submission for settlement of cost incurred, the contracting officer determines that the submission contains an expressly unallowable cost or a cost determined to be unallowable prior to the submission, the contracting officer shall assess a penalty.
- (c) Unallowable costs are either expressly unallowable or determined unallowable.
  - (1) An expressly unallowable cost is a particular item or type of cost which, under the express provisions of an applicable law, regulation, or this contract, is specifically named and stated to be unallowable.
  - (2) A cost determined unallowable is one which, for that contractor:
    - (i) was subject to a contracting officer's final decision and not appealed;
    - (ii) the Department's Board of Contract Appeals or a court has previously ruled as unallowable; or

- (iii) was mutually agreed to be unallowable.
- (d) If the contracting officer determines that a cost submitted by the contractor in its submission for settlement of cost incurred is:
- (1) expressly unallowable, then the contracting officer shall assess a penalty in an amount equal to the disallowed cost allocated to this contract plus interest on the paid portion of the disallowed cost. Interest shall be computed from the date of overpayment to the date of repayment using the interest rate specified by the Secretary of the Treasury pursuant to Pub. L. 92-41 (85 Stat. 97); or
  - (2) determined unallowable, then the contracting officer shall assess a penalty in an amount equal to two times the amount of the disallowed cost allocated to this contract.
- (e) The contracting officer may waive the penalty provisions when the:
- (1) contractor withdraws the submission before the formal initiation of an audit of the submission and submits a revised submission:
  - (2) amount of the unallowable costs allocated to covered contracts is \$10,000 or less: or
  - (3) contractor demonstrates to the contracting officer's satisfaction that:
    - (i) it has established appropriate policies, personnel training, and an internal control and review system that provides assurances that unallowable costs subject to penalties are precluded from the contractor's submission for settlement of costs: and
    - (ii) the unallowable costs subject to the penalty were inadvertently incorporated into the submission.

**I.0124 DEAR 970.5243-1 – CHANGES (DEC 2000)**

- (a) Changes and adjustment of fee. The contracting officer may at any time and without notice to the sureties, if any, issue written directions within the general scope of this contract requiring additional work or directing the omission of, or variation in, work covered by this contract. If any such direction results in a material change in the amount or character of the work described in the "Statement of Work", an equitable adjustment of the fee, if any, shall be made in accordance with the agreement of the parties and the contract shall be modified in writing accordingly. Any claim by the contractor for an adjustment under this clause must be asserted in writing within 30 days from the date of receipt by the contractor of the notification of change; provided, however, that the contracting officer, if it is determined that the facts justify such action, may receive and act upon any such claim asserted at any time prior to final payment under this contract. A failure to agree on an equitable adjustment under this clause shall be deemed to be a dispute within the meaning of the clause entitled "Disputes."
- (b) Work to continue. Nothing contained in this clause shall excuse the contractor from proceeding with the prosecution of the work in accordance with the requirements of any direction hereunder.

**I.0125 DEAR 970.5244-1 – CONTRACTOR PURCHASING SYSTEM (DEC 2000)**

- (a) General. The contractor shall develop, implement, and maintain formal policies, practices, and procedures to be used in the award of subcontracts consistent with this clause and 48 CFR 970.44. The contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to DOE in accordance with 48 CFR 970.4401-1. The contractor shall maintain file documentation which is appropriate to the value of the purchase

and is adequate to establish the propriety of the transaction and the price paid. The contractor's purchasing performance will be evaluated against such performance criteria and measures as may be set forth elsewhere in this contract. DOE reserves the right at any time to require that the contractor submit for approval any or all purchases under this contract. The contractor shall not purchase any item or service the purchase of which is expressly prohibited by the written direction of DOE and shall use such special and directed sources as may be expressly required by the DOE contracting officer. DOE will conduct periodic appraisals of the contractor's management of all facets of the purchasing function, including the contractor's compliance with its approved system and methods. Such appraisals will be performed through the conduct of Contractor Purchasing System Reviews in accordance with 48 CFR subpart 44.3, or, when approved by the contracting officer, through the contractor's participation in the conduct of the Balanced Scorecard performance measurement and performance management system. The contractor's approved purchasing system and methods shall include the requirements set forth in paragraphs (b) through (x) of this clause.

- (b) Acquisition of utility services. Utility services shall be acquired in accordance with the requirements of 48 CFR 970.41.
- (c) Acquisition of Real Property. Real property shall be acquired in accordance with 48 CFR Subpart 917.74.
- (d) Advance Notice of Proposed Subcontract Awards. Advance notice shall be provided in accordance with 48 CFR 970.4401-3.
- (e) Audit of Subcontractors.
  - (1) The contractor shall provide for:
    - (i) periodic post-award audit of cost-reimbursement subcontractors at all tiers, and
    - (ii) audits, where necessary, to provide a valid basis for pre-award or cost or price analysis.
  - (2) Responsibility for determining the costs allowable under each cost-reimbursement subcontract remains with the contractor or next higher-tier subcontractor. The contractor shall provide, in appropriate cases, for the timely involvement of the contractor and the DOE contracting officer in resolution of subcontract cost allowability.
  - (3) Where audits of subcontractors at any tier are required, arrangements may be made to have the cognizant Federal agency perform the audit of the subcontract. These arrangements shall be made administratively between DOE and the other agency involved and shall provide for the cognizant agency to audit in an appropriate manner in light of the magnitude and nature of the subcontract. In no case, however, shall these arrangements preclude determination by the DOE contracting officer of the allowability or unallowability of subcontractor costs claimed for reimbursement by the contractor.
  - (4) Allowable costs for cost reimbursable subcontracts are to be determined in accordance with the cost principles of 48 CFR Part 31, appropriate for the type of organization to which the subcontract is to be awarded, as supplemented by 48 CFR Part 931. Allowable costs in the purchase or transfer from contractor-affiliated sources shall be determined in accordance with 48 CFR 970.4402-3 and 48 CFR 970.3102-3-21(b).
- (f) Bonds and Insurance.
  - (1) The contractor shall require performance bonds in penal amounts as set forth in 48 CFR 28.102-2(a) for all fixed priced and unit-priced construction subcontracts in excess of \$100,000. The contractor shall consider the use of performance bonds in fixed price nonconstruction subcontracts, where appropriate.

- (2) For fixed-price, unit-priced and cost reimbursement construction subcontracts in excess of \$100,000 a payment bond shall be obtained on Standard Form 25A modified to name the contractor as well as the United States of America as obligees. The penal amounts shall be determined in accordance with 48 CFR 28.102-2(b).
  - (3) For fixed-price, unit-priced and cost-reimbursement construction subcontracts, greater than \$25,000, but not greater than \$100,000, the contractor shall select two or more of the payment protections at 48 CFR 28.102-1(b), giving particular consideration to the inclusion of an irrevocable letter of credit as one of the selected alternatives.
  - (4) A subcontractor may have more than one acceptable surety in both construction and other subcontracts, provided that in no case will the liability of any one surety exceed the maximum penal sum for which it is qualified for any one obligation. For subcontracts other than construction, a co-surety (two or more sureties together) may reinsure amounts in excess of their individual capacity, with each surety having the required underwriting capacity that appears on the list of acceptable corporate sureties.
- (g) Buy American. The contractor shall comply with the provisions of the Buy American Act as reflected in 48 CFR 52.225-3 and 48 CFR 52.225-5. The contractor shall forward determinations of nonavailability of individual items to the DOE contracting officer for approval. Items in excess of \$100,000 require the prior concurrence of the Head of Contracting Activity. If, however, the contractor has an approved purchasing system, the Head of the Contracting Activity may authorize the contractor to make determinations of nonavailability for individual items valued at \$100,000 or less.
- (h) Construction and Architect-Engineer Subcontracts.
- (1) Independent Estimates. A detailed, independent estimate of costs shall be prepared for all construction work to be subcontracted.
  - (2) Specifications. Specifications for construction shall be prepared in accordance with the DOE publication entitled "General Design Criteria Manual."
  - (3) Prevention of Conflict of Interest.
    - (i) The contractor shall not award a subcontract for construction to the architect-engineer firm or an affiliate that prepared the design. This prohibition does not preclude the award of a "turnkey" subcontract so long as the subcontractor assumes all liability for defects in design and construction and consequential damages.
    - (ii) The contractor shall not award both a cost-reimbursement subcontract and a fixed-price subcontract for construction or architect-engineer services or any combination thereof to the same firm where those subcontracts will be performed at the same site.
    - (iii) The contractor shall not employ the construction subcontractor or an affiliate to inspect the firm's work. The contractor shall assure that the working relationships of the construction subcontractor and the subcontractor inspecting its work and the authority of the inspector are clearly defined.
- (i) Contractor-Affiliated Sources. Equipment, materials, supplies, or services from a contractor-affiliated source shall be purchased or transferred in accordance with 48 CFR 970.4402-3.
  - (j) Contractor-Subcontractor Relationship. The obligations of the contractor under paragraph (a) of this clause, including the development of the purchasing system and methods, and purchases made pursuant thereto, shall not relieve the contractor of any obligation under this contract (including, among other things, the obligation to properly supervise, administer, and coordinate

the work of subcontractors). Subcontracts shall be in the name of the contractor, and shall not bind or purport to bind the Government.

- (k) Government Property. Identification, inspection, maintenance, protection, and disposition of Government property shall conform with the policies and principles of 48 CFR Part 45, 48 CFR 945, the Federal Property Management Regulations 41 CFR Chapter 101, the DOE Property Management Regulations 41 CFR Chapter 109, and their contracts.
- (l) Indemnification. Except for Price-Anderson Nuclear Hazards Indemnity, no subcontractor may be indemnified except with the prior approval of the Senior Procurement Executive.
- (m) Leasing of Motor Vehicles. Contractors shall comply with 48 CFR 8.11 and 48 CFR 908.11.
- (n) Make-or-Buy Plans. Acquisition of property and services shall be obtained on a least-cost basis, consistent with the requirements of the "Make-or-Buy Plan" clause of this contract and the contractor's approved make-or-buy plan.
- (o) Management. Acquisition and Use of Information Resources. Requirements for automatic data processing resources and telecommunications facilities, services, and equipment, shall be reviewed and approved in accordance with applicable DOE Orders and regulations regarding information resources.
- (p) Priorities, Allocations and Allotments. Priorities, allocations and allotments shall be extended to appropriate subcontracts in accordance with the clause or clauses of this contract dealing with priorities and allocations.
- (q) Purchase of Special Items. Purchase of the following items shall be in accordance with the following provisions of 48 CFR 908.71 and the Federal Property Management Regulations, 41 CFR Chapter 101:
  - (1) Motor vehicles-48 CFR 908.7101
  - (2) Aircraft-48 CFR 908.7102
  - (3) Security Cabinets-48 CFR 908.7106
  - (4) Alcohol-48 CFR 908.7107
  - (5) Helium-48 CFR 908.7108
  - (6) Fuels and packaged petroleum products-48 CFR 908.7109
  - (7) Coal-48 CFR 908.7110
  - (8) Arms and Ammunition-48 CFR 908.7111
  - (9) Heavy Water-48 CFR 908.7121(a)
  - (10) Precious Metals-48 CFR 908.7121(b)
  - (11) Lithium-48 CFR 908.7121(c)
  - (12) Products and services of the blind and severely handicapped-41 CFR 101-26.701
  - (13) Products made in Federal penal and correctional institutions-41 CFR 101-26.702
- (r) Purchase vs. Lease Determinations. Contractors shall determine whether required equipment and property should be purchased or leased, and establish appropriate thresholds for application of lease vs. purchase determinations. Such determinations shall be made:
  - (1) at time of original acquisition;
  - (2) when lease renewals are being considered; and



- (3) at other times as circumstances warrant.
- (s) Quality Assurance. Contractors shall provide no less protection for the Government in its subcontracts than is provided in the prime contract.
- (t) Setoff of Assigned Subcontractor Proceeds. Where a subcontractor has been permitted to assign payments to a financial institution, the assignment shall treat any right of setoff in accordance with 48 CFR 932.803.
- (u) Strategic and Critical Materials. The contractor may use strategic and critical materials in the National Defense Stockpile.
- (v) Termination. When subcontracts are terminated as a result of the termination of all or a portion of this contract, the contractor shall settle with subcontractors in conformity with the policies and principles relating to settlement of prime contracts in 48 CFR Subparts 49.1, 49.2 and 49.3. When subcontracts are terminated for reasons other than termination of this contract, the contractor shall settle such subcontracts in general conformity with the policies and principles in 48 CFR Subparts 49.1, 49.2, 49.3 and 49.4. Each such termination shall be documented and consistent with the terms of this contract. Terminations which require approval by the Government shall be supported by accounting data and other information as may be directed by the contracting officer.
- (w) Unclassified Controlled Nuclear Information. Subcontracts involving unclassified uncontrolled nuclear information shall be treated in accordance with 10 CFR part 1017.
- (x) Subcontract Flowdown Requirements. In addition to terms and conditions that are included in the prime contract which direct application of such terms and conditions in appropriate subcontracts, the contractor shall include the following clauses in subcontracts, as applicable:
  - (1) Davis-Bacon clauses prescribed in 48 CFR 22.407
  - (2) Foreign Travel clause prescribed in 48 CFR 952.247-70
  - (3) Counterintelligence clause prescribed in 48 CFR 970.0404-4(a)
  - (4) Service Contract Act clauses prescribed in 48 CFR 22.1006
  - (5) State and local taxes clause prescribed in 48 CFR 970.2904-1
  - (6) Cost or pricing data clauses prescribed in 48 CFR 970.1504-3-1(b)

**1.0126 DEAR 970.5245-1 – PROPERTY (DEC 2000) (DEVIATION)**

- (a) Furnishing of Government property. The Government reserves the right to furnish any property or services required for the performance of the work under this contract.
- (b) Title to property. Except as otherwise provided by the contracting officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the contractor, for the cost of which the contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Government reserves the right to inspect, and to accept or reject, any item of such property. The contractor shall make such disposition of rejected items as the contracting officer shall direct. Title to other property, the cost of which is reimbursable to the contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property in the performance of this contract, or (3) reimbursement of the cost thereof by the Government, whichever first occurs. Property furnished by the Government and property purchased or furnished by the contractor, title to which vests in the Government, under this paragraph are

hereinafter referred to as Government property. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall such Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of affixation to any realty.

- (c) Identification. To the extent directed by the contracting officer, the contractor shall identify Government property coming into the contractor's possession or custody, by marking and segregating in such a way, satisfactory to the contracting officer, as shall indicate its ownership by the Government.
- (d) Disposition. The contractor shall make such disposition of Government property which has come into the possession or custody of the contractor under this contract as the contracting officer may direct during the progress of the work or upon completion or termination of this contract. The contractor may, upon such terms and conditions as the contracting officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the contracting officer and the contractor as the fair value thereof. The amount received by the contractor as the result of any disposition, or the agreed fair value of any such property acquired by the contractor, shall be applied in reduction of costs allowable under this contract or shall be otherwise credited to account to the Government, as the contracting officer may direct. Upon completion of the work or the termination of this contract, the contractor shall render an accounting, as prescribed by the contracting officer, of all government property which had come into the possession or custody of the contractor under this contract.
- (e) Protection of government property-management of high-risk property and classified materials.
  - (1) It is understood that the contractor does not perform classified research.
  - (2) The contractor shall take all reasonable precautions, and such other actions as may be directed by the contracting officer, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the contractor's possession or custody.
  - (3) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified materials throughout the life cycle of the property and materials consistent with the policies, practices and procedures for property management contained in the Federal Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations.
  - (4) High-risk property is property, the loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list.
- (f) Risk of loss of Government property.
  - (1)
    - (i) The contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:
      - (A) willful misconduct or lack of good faith on the part of the contractor's managerial personnel as defined in the Additional Definitions clause of this contract; or

- (B) failure of the contractor's managerial personnel as defined in the Additional Definitions clause of this contract to take all reasonable steps to comply with any appropriate written direction of the contracting officer to safeguard such property under paragraph (e) of this clause.
- (iii) If, after an initial review of the facts, the contracting officer informs the contractor that there is reason to believe that the loss, destruction of, or damage to the government property results from conduct falling within one of the categories set forth above, the burden of proof shall be upon the contractor to show that the contractor should not be required to compensate the government for the loss, destruction, or damage.
- (2) In the event that the contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f)(1) of this clause, the contractor's compensation to the Government shall be determined as follows:
- (i) for damaged property, the compensation shall be the cost of repairing such damaged property, plus any costs incurred for temporary replacement of the damaged property. However, the value of repair costs shall not exceed the fair market value of the damaged property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances; and
- (i) for destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement and costs associated with the disposition of destroyed property. If a fair market value of the property does not exist, the contracting officer shall determine the value of such property, consistent with all relevant facts and circumstances.
- (3) The portion of the cost of insurance obtained by the contractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause is not allowable.
- (g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government property in the possession or custody of the contractor with a value above the threshold set out in the contractor's approved property management system, the contractor:
- (1) shall immediately inform the contracting officer of the occasion and extent thereof,
- (2) shall take all reasonable steps to protect the property remaining, and
- (3) shall repair or replace the damaged, destroyed, or lost property in accordance with the written direction of the contracting officer. The contractor shall take no action prejudicial to the right of the Government to recover therefor, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery.
- (h) Government property for Government use only. Government property shall be used only for the performance of this contract.
- (i) Property Management.
- (1) Property Management System.
- (i) The contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The contractor's property management system shall be submitted to the contracting officer for approval and shall be maintained and administered in accordance with sound business practice, applicable Federal Property Management regulations and

Department of Energy Property Management regulations, and such directives or instructions which the contracting officer may from time to time prescribe.

- (ii) It has been determined that the Contractor's approved property management system provides for, as of the date of this modification, the following:
    - (A) comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;
    - (B) employee personal responsibility and accountability for Government-owned property;
    - (C) full integration with the contractor's other administrative and financial systems; and
    - (D) a method for continuously improving property management practices through the identification of best practices established by "best in class" performers.
  - (iii) The Contractor has completed the baseline inventory as provided in subparagraph (i)(2) of this clause.
- (2) Property Inventory.
- (i) Unless otherwise directed by the contracting officer, the contractor shall within six months after execution of the contract provide a baseline inventory covering all items of Government property.
  - (ii) If the contractor is succeeding another contractor in the performance of this contract, the contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.
- (j) The term "contractor's managerial personnel" as used in this clause is defined in the Additional Definitions clause of this contract.
  - (k) The contractor shall include this clause in all cost reimbursable subcontracts.

**SECTION J: LIST OF ATTACHMENTS**

<b>ATTACHMENT</b>	<b>DESCRIPTION</b>
Appendix A	Personnel Policies
Appendix B	Performance Criteria & Measures
Appendix C	Special Financial Institution Account
Appendix D	Statement of Work
Appendix E	DOE Directives List & Work Smart Standards Set
Appendix F	MOU on Stanford Indirect Costs
Appendix G	Budget Program
Appendix H	Small Business Subcontracting Plan
Appendix I	Sensitive Foreign Nations/Foreign Travel Restricted Countries
Appendix J	RESERVED
Appendix K	Particle Astrophysics & Cosmology Building MOA
Appendix L	Lease Agreement
Appendix M	RESERVED
Appendix N	DOE R&D Bilateral Agreements
Appendix P	RESERVED
Appendix S	RESERVED
Appendix T	RESERVED
Appendix U	RESERVED

**Contract No.: DE-AC03-76SF00515**  
**Modification No.: M474**

## APPENDICES

**Contract No.: DE-AC03-76SF00515**  
**Modification No.: M474**

## APPENDIX A

## APPENDIX A

### PERSONNEL POLICIES

#### INTRODUCTION

The U.S. Department of Energy (DOE) recognizes that all personnel engaged in the operation of the Stanford Linear Accelerator Center (SLAC) are University employees subject to the Stanford University personnel policies set out in the University's "ADMINISTRATIVE GUIDE", except as such polices and procedures may have been specifically modified and agreed to by the parties as set out herein.

The policies and procedures set out herein are hereby approved by DOE for the purpose of determining allowable personnel costs as provided for in Clause H.020 (d)(5) "Personnel Costs and Related Expenses," of this contract (to the extent context requires, the Definitions set out at Clause H.001 of this contract may also apply to their similar terms in this Appendix A). Reimbursement of personnel costs and related expenses shall be made in accordance with the provisions of this Appendix A: provided, however, that exceptions may be granted by the Laboratory Director with the approval of the Department of Energy.

In carrying out its obligations under this contract, the University shall have full responsibility and authority to select, manage, and direct the work force: to determine general working conditions and rules of work; and to apply its policies to SLAC in general conformity with the manner and methods used in operation of its usual University business, subject only to such approvals by DOE or DOE-specific requirements as are otherwise provided for in this contract.

The University shall use its normal management review techniques and controls, including its Internal Audit division, to help assure that the policies and procedures set forth in this Appendix A are carried out in as efficient and economical a manner as practicable.

This Appendix is in four parts.

Part I of Appendix A contains the relevant chapters (in whole or in part) of the "ADMINISTRATIVE GUIDE" accepted by DOE as applicable to this contract, as follows:

Chapter 1.15 Code of Conduct

Chapter 2.22 Staff Personnel Policies

Chapter 2.23 General Personnel Policies

Chapter 2.27 Personnel Benefit Programs



Chapter 3.36, 3.37 Travel, Relocation

In addition, DOE has accepted the "Faculty Handbook" as applicable to this contract, as follows:

<http://www.stanford.edu/dept/provost/faculty/policies/handbook/>

To the extent that the above-noted documents have been modified for this contract by agreement of the parties, those modifications, exceptions and restrictions are noted at the beginning of the affected chapter. Because the "ADMINISTRATIVE GUIDE" and "Faculty Handbook" are from time-to-time amended and modified by the University, any changes to Part I chapters/handbook will be incorporated into and made a part of this Appendix A as they occur, with appropriate amendment if required by a previously agreed-upon DOE modification, exception, or restriction.

Part II sets out those certain policies and procedures developed especially between DOE and the University for personnel at SLAC; Part III, sets out the Salary and Wage Administration Plan; and Part IV contains the most recent United Stanford Workers Union Agreement.

The contents of these Parts are, in some respects, dynamic; thus, for example, the bargaining unit agreement will be updated as circumstances require, without the necessity of a modification of the contract. However, the provisions of Part II, dealing with special DOE-SLAC policies, may only be amended by mutual agreement of the contracting parties; changes thereto must be effected by a bilateral contract modification.

PART I - UNIVERSITY ADMINISTRATIVE GUIDE

(<http://adminguide.stanford.edu/contents.html>)

PART II - SPECIAL DOE POLICIES APPLICABLE TO SLAC AND SLAC-SPECIFIC  
AUTHORIZATIONS

A. Statement of Conflicts of Interest

1. Guidance on Outside Employment (Staff) – ATTACHMENT I

2. Special Faculty Conflict of Interest

B. Retirement Plan Accounting and Reconciliation Procedures

C. Employee Relations Program

D. Al Ashley Career Development Fellowship

E. Supplemental Housing Assistance Program

F. Round-Trip Relocation Reimbursement Policy

PART II. A. 1. Guidelines for Obtaining Approval for Concurrent Outside Employment

(See Attachment I)

Part II. B. Retirement Plan Accounting And Reconciliation Procedures

1. If the University Contractor during the period of this contract performance terminates the Stanford University Staff Retirement Annuity Plan (SRAP) in a transaction in which SRAP assets revert to the University and if the Contract Service Assets exceed the Contract Service Liabilities (each determined as provided in Article 101(d) and (e) as of the date the SRAP terminates), the contract cost shall be reduced by the contract's allocable share of the assets that revert to the University. The entire reduction shall be assigned to the cost accounting period in which the reversion occurs.

If a partial termination of the SRAP occurs, the University Contractor shall maintain the accounting for Contract Service Assets and Contract Service Liabilities as defined in Article 101 (d) and (e).

2. PRINCIPLES AND PROCEDURES FOR ACCOUNTING AND RECONCILIATION OF DOE FUNDING OBLIGATIONS TO STANFORD STAFF RETIREMENT ANNUITY PLAN (SRAP)

"The University shall provide DOE an annual separate actuarial report for the DOE portion of the Stanford Retirement Annuity Plan (SRAP). Such report shall provide the same kind of information for the DOE portion as is provided in SRAP's annual actuarial valuation for all of SRAP."

a) BACKGROUND

The adoption of these principles and procedures shall not be deemed, nor are they intended to create, rights in third parties, nor abrogate existing rights of third parties, including SRAP participants who are or were University employees paid under Contract No. DE-ACO3-76SFOO515. These principles and procedures shall have no effect upon the vested rights and entitlements of individual members of the SRAP, nor upon the exercise of those rights and entitlements.

The parties recognize that matters dealt with in this Article are complex, and that applicable laws, accounting and actuarial rules or other changing conditions or assumptions may change during the term of the Contract. Accordingly, the parties agree that the provisions of this Article may be subject to the development of further written protocols as mutually agreed to and signed by the parties. Either party may introduce subjects for protocols and each party agrees to address in good faith the topics suggested by the other party.

b) SCOPE

These principles and procedures shall apply with respect to the SRAP. Procedures and reports for the accounting of DOE's share of University contributions to SRAP, as specified in paragraph d) below, shall apply as of January 1, 1988 and periodically thereafter. The principles for financial settlement of pension funding obligations, as specified in paragraph f) below, shall apply only to and upon disaffiliation.

References to disaffiliation in these principles are intended to cover the circumstances created either when the term of this contract expires or when performance of work by the contractor at SLAC is terminated in accordance with the termination clause. The term "date of disaffiliation" means the date of expiration of the contract term as extended and/or the effective date of termination as provided in this contract.

All assets and liabilities associated with contributions to the Stanford Contributory Retirement Plan or the Stanford Tax-Deferred Annuity Program shall be excluded from these principles and procedures.

c) GENERAL PROCEDURES

- (1) The DOE agrees to pay to the University for the contract term, the pension cost for service of SRAP participants under this contract.
- (2) The University agrees to provide DOE with a special annual actuarial valuation report of the SRAP which shall contain information regarding Assets and Liabilities associated with service of SRAP Participants under Contract No. DE-AC03-76SF00515. This Article shall refer to such Assets and Liabilities as Contract Service Assets and Contract Service Liabilities. Included as Liabilities shall be Liabilities for Active Participants, Terminated Vested Participants, and all individuals receiving benefits. The DOE agrees to pay the cost of such valuation report.
- (3) Unless otherwise agreed, the University will conduct an actuarial valuation of SRAP as of the date of disaffiliation of SLAC from the University. The DOE agrees to pay the cost of such valuation.

d) PROCEDURES FOR PERIODIC REPORTING OF DOE'S SHARE OF UNIVERSITY CONTRIBUTIONS TO SRAP

Annually, as agreed in paragraph c) above, the University will provide to DOE a reasonable approximation of assets relating to DOE's share of contributions to SRAP through the Staff Benefit Rate under Contract No. DE-AC03-76SF00515 as follows:

- (1) Approximate value of assets at the beginning of the reporting period. For the initial report, the percent of the total SRAP contributions by the University, representing approximate SRAP contributions by DOE and its predecessor agencies through the Staff Benefits Rate, will be applied to the beginning asset value from University contributions, discounted in recognition that DOE does not pay for University investment management costs for SRAP. The DOE approximate contribution in a given year shall be the percent of DOE salaries to total University salaries for each year multiplied by the total University contributions to SRAP for the same year. The sum of the applicable years' approximate DOE contributions to SRAP divided by University total SRAP contributions times the asset value (with adjustments due to DOE not reimbursing for investment management costs) at the beginning of the reporting period will be considered the approximate initial assets associated with DOE contributions.

For years beyond plan year 1988, the initial value of assets at the beginning of the reporting period shall be the results of calculations in d)(6) for the preceding plan year.

If the nature of the available data renders this paragraph "d)(1)" untenable, the method for determining the beginning asset value shall be reconsidered for development of an approach which is tenable.

- (2) Contributions made by DOE for the reporting period, calculated by multiplying DOE contract total salaries as a percent of total university salaries by the total University contribution.
- (3) Amount of investment income during the reporting period, including realized and unrealized appreciation, recognizing the timing of inputs to the SRAP fund and of withdrawals from the SRAP fund, discounted to recognize the fact that DOE does not pay for University internal investment management costs for SRAP.
- (4) Approximate benefits disbursed during the reporting period for SRAP participants and attributable to Contract Service.
- (5) Allocation of SRAP administrative expenses for the reporting period on bases logical to the type of cost incurred. e.g., investment management expenses based on beginning asset values per (1) above, pension benefit administration expenses based on benefits disbursed per (4) above, etc.
- (6) Assets at the end of the reporting period equals

(1)+(2)+(3)-(4)-(5)

Periodic reports will be provided approximately ten months following the close of the plan year of the requested reporting period.

e) **PROCEDURES FOR FINAL DETERMINATION OF SRAP CONTRACT SERVICE ASSETS AND SRAP CONTRACT SERVICE LIABILITIES**

(1) **Contract Service Assets**

Contract Service Assets shall be the Assets attributable to DOE's contributions, as determined in d). Contract Service Assets shall also include employee contributions, if any, to SRAP associated with applicable Contract Service Liabilities.

(2) **Calculation of Contract Service Liabilities**

Accumulated Benefit Obligations (ABO) means total SRAP liabilities as defined by Financial Accounting Standard #87 (dated December 1985) and valued as of the date of disaffiliation. Contract Service Liabilities shall equal that portion of the Accumulated Benefit Obligations attributable to Contract Service. All calculations of value shall be as of the effective date of disaffiliation, and shall use the then-current Pension Benefit Guaranty Corporation (PBGC) immediate annuity rate for interest, provided by Table II, PBGC, Regulation 4044.52, Appendix B, and then-current SRAP demographic assumptions, taking into consideration one-time early retirements which may occur due to disaffiliation.

(3) **Estimated Accrued Benefits**

The estimated accrued benefits underlying the liabilities in e)(2) shall be calculated using the contract service of the relevant SRAP participants valued as of the date of disaffiliation.

f) **DISPOSITION OF CONTRACT SERVICE ASSETS AND CONTRACT SERVICE LIABILITIES**

(1) The parties agree that any disposition of Contract Service Assets and Liabilities upon disaffiliation shall be consistent with the then-applicable Federal and State laws relating to pension plans and shall be subject to obtaining such rulings and approvals from Federal and State authorities as are required by law or as may be reasonably deemed prudent by the University or the DOE.

(2) **SRAP Retained Assets and Liabilities**

- (i) SRAP shall retain Contract Service Liabilities, as determined in paragraph e)(2), for the following groups:
  - (a) all SRAP participants who continued in employment with the University,
  - (b) all individuals receiving SRAP benefits, and
  - (c) all vested SRAP participants, whether current or former employees, but excluding
  - (d) participants who accept employment with a successor contractor and meet the conditions described in section f)(3)(i). The difference, if any, between Contract Service Liabilities determined in e)(2) and Contract Service Liabilities retained by SRAP according to this section shall be called Transferable Contract Service Liabilities.
- (ii) SRAP shall retain Contract Service Assets in an amount equal to the Contract Service Liabilities retained by SRAP under f)(2)(i). If Contract Service Assets are less than the Contract Service Liabilities retained by SRAP, SRAP shall retain all Contract Service Assets, and DOE shall pay the difference between Contract Service Liabilities and Contract Service Assets to the University. The difference, if any, between Contract Service Assets determined in e)(1) and Contract Service Assets retained by SRAP according to this section shall be called Remaining Contract Service Assets.

(3) Reconciliation of Transfer of Assets and Liabilities

After taking account of retained assets and retained liabilities in f)(2) above, the Remaining Contract Service Assets and the Transferable Contract Service Liabilities will be reconciled as follows:

- (i) Transfer of Assets and Liabilities to a Successor Contractor's Pension Plan

If the DOE notifies the University in writing promptly after the date of disaffiliation, and the University reasonably satisfies itself of the following: (a) the identity of the designated successor contractor to the University; and (b) the names and other relevant information sufficient to identify former SRAP participants who have accepted employment with the successor contractor; and (c) that the successor contractor at that time has established and

maintains a qualified tax-sheltered pension plan which is capable of accepting a trust-to-trust transfer of assets, including that (d) the successor contractor's pension plan gives full credit and equal value for benefits accrued under SRAP to the date of disaffiliation, and that (e) such former SRAP participants have become participants in that successor contractor's pension plan; and (f) the successor contractor and/or its pension plan, in writing in a form satisfactory to the University, accepts the accrued pension liabilities for former SRAP participants employed by the successor contractor, then (g) the University will cause SRAP assets equal to Transferable Contract Service Liabilities to be transferred from SRAP to the successor contractor's pension plan unless Transferable Contract Service Liabilities exceed Remaining Contract Service Assets. The liabilities shall be valued as of the date of disaffiliation.

- (ii) If Transferable Contract Service Liabilities are greater than Remaining Contract Service Assets as of the date of disaffiliation, no asset transfer as described in f)(3)(i) shall take place unless DOE shall pay to the University the difference between Transferable Contract Service Liabilities and Remaining Contract Service Assets. Once DOE has paid such difference to the University, the asset transfer described in f)(3)(i) shall proceed according to sections f), g), and h) of this Article.
- (iii) If Transferable Contract Service Liabilities are less than or equal to Remaining Contract Service Assets as of the date of disaffiliation, then the transfer of assets described in f)(3)(i) shall take place if the conditions of f)(3)(i) are met. Whether or not a transfer is made under f)(3)(i), the University shall pay to DOE the excess, if any, Remaining Contract Service Assets and Transferable Contract Service Liabilities. The manner of payment of such obligations may include direct payment by one party to the other, or plan-to-plan transfer of assets, as may be further agreed upon in writing between the parties in the light of then-current circumstances.
- (iv) In addition to the Contract Service Liabilities and Contract Service Assets transferred to the successor contractor under f)(3)(i), (ii), and (iii), the University will also calculate SRAP liabilities accrued under University service (other than under DOE Contract No. DE-AC-03-76SF00515 and its predecessors) for SRAP participants identified by DOE under f)(3)(i) as having accepted employment with the successor contractor. The University shall transfer such liabilities with a like amount of plan assets to the successor contractor in order that an SRAP liabilities and assets accrued to



employees transferring to the successor contractor will be the responsibility of the successor contractor.

- (v) Upon the University transferring plan assets as described above, no further liability shall attach to the University or to SRAP for pension liabilities for SRAP participants who accept employment with the successor contractor and become participants in the successor contractor's pension plan as described in f)(3)(i), and the DOE shall defend, indemnify and hold harmless the University, its officers, trustees and employees, for the cost and expense, including attorneys' fees, of any pension liabilities that may be claimed or found to exist; provided, however, that nothing in this paragraph shall relieve the University or SRAP of obligations imposed upon them or either of them by operation of law, but shall apply only to payment for the costs and expenses of pension rights and benefits. DOE's obligations under this Article are subject to the availability of appropriated funds. DOE will exercise its best efforts to obtain the necessary funds until any such liability is liquidated.
- (iv) Any of the foregoing actions under this f)(3) shall be taken only to the extent (a) then permitted under applicable law, and (b) that such actions will not jeopardize the tax-qualified status of SRAP, and (c) upon receipt of then-required governmental approvals.
- g) Any payment under Section f), whether by payment by a party to the other, or by plan-to-plan transfer, shall bear interest from the date of disaffiliation until, but not including, the date of payment or transfer, at the then-current immediate PBGC interest rate.
- h) Each party agrees that it will use its reasonable best efforts to make payment, whether by payment to the other party or by plan-to-plan transfer, as soon as reasonably possible upon receiving the assurances and applicable governmental approvals it requires, and, to the extent possible, (i) within 12 months of the date of disaffiliation or receipt of written notice under f)(3)(i), whichever occurs later; and (ii) at a rate sufficient to meet the cash requirements of any successor contractor's pension plan so as to cover benefits distributed to former SRAP participants.

## PART II. C. EMPLOYEE RELATIONS PROGRAMS

The University may develop, administer and support a variety of employee programs. These programs may include athletic, cultural, and family activities as described below. Participant fees may be collected to partially offset the cost of some or all of these activities.

The University may provide reasonable support for the operation of employee programs. This may include administrative oversight and support. Appropriate facilities, utilities, and maintenance may be provided by the Laboratory.

1. Purpose

The purpose of the employee relations program is threefold:

- a. To provide financial and institutional support for selected employer recreational activities.
- b. To recognize long-term service by providing awards for completion of designated periods of service.
- c. To enhance employee relations by holding a family day periodically for employees and their families.

2. Scope of Programs

- a. Support of recreational activities approved by the Personnel Director includes, but is not limited to:
  - (1) Purchase of recreational equipment.
  - (2) Improvement of recreational areas.
  - (3) SLAC-wide social events (except family days).
- b. Support of service awards includes cost of awards, engraving, packaging and refreshments. In the case of awards for more than ten years of service support may include luncheons or dinners.
- c. Support for family days includes publicity, food and refreshments, decorations, games, prizes, music and rental of equipment. Family days will be held no more often than yearly.

3. Funding and Budgeting

The employee relations program is funded from each year's operational funds, consistent with overall budget and program responsibilities.

The University shall provide to DOE annually a report of the activities and expenditures for employee relations programs.

4. Authorizations

Review and authorization of all proposed expenditures for employee relations activities are vested in the Personnel Director.

PART II. D. AL ASHLEY CAREER DEVELOPMENT FELLOWSHIP

Subject to the requirements of the fellowship program, the University is authorized reimbursement of the salary of one individual per year who has been selected as a Fellow under the 'Al Ashley Career Development Program', to allow him/her to pursue approved career development activities.

PART II. E. SPECIAL HOUSING ASSISTANCE POLICY

Special circumstances decisions will be made by the Director of Human Resources. Eligibility of Senior SLAC Scientific and Administrative Staff not otherwise eligible will be determined individually by the SLAC Director on a case-by-case basis. Annual report on cost will be provided to the Department of Energy.

PART II. F. ROUND TRIP TRAVEL REIMBURSEMENT POLICY (Limited Period Employees)

SLAC is authorized to reimburse the round-trip relocation expenses of key scientific and technical people who are to be employed by Stanford Linear Accelerator Center for a limited period, when and to the extent agreed to by the Human Resources Department in its official letter of offer. If a person is to be employed for less than 30 days, no reimbursement will be made for dependents. Reimbursement will be in accordance with SLAC's Round Trip Travel Reimbursement Policy (Attachment II).

PART III. SALARY ADMINISTRATION

Provision of equal employment opportunities to all applicants and employees without regard to race, color, religion, age, sex, or national origin is basic University policy. This applies in all employment relationships. Administration of all University personnel policies, procedures, and practices with respect to recruiting, selection, placement, supervision, compensation, training, promotion, demotion, transfer, layoff, and termination must subscribe to the intent of this basic policy.

It is the further policy of Stanford University to pay salaries and wages that equitably reflect the duties, responsibilities, value, amount, and quality of the work performed by an employee in comparison with other University employees, regardless of the source of funds, the intent being to pay as well as other employers for similar work under similar working conditions insofar as it is within the financial ability of the University to do so. Accordingly, within the basic University policy as set forth in Guide Chapters 2.21, 2.22.4 and 2.23. Wage and Salary policy and procedures for SLAC, have been approved with the following requirements:

### Salary Increases

Salaries of all regular employees are reviewed at the time established at the time of appointment or at the end of the first year of employment and normally thereafter on September 1 of each succeeding year. Changes are made on the basis of merit. Where a salary range is used, the highest portion is normally reserved for those who have demonstrated exceptionally meritorious performance. DOE will be notified of total pay increases in any twelve-month period in excess of 15% which would result in a salary of over \$8,333.00 per month.

### Reclassification and Promotion

Reclassification or promotion from one position to one with a higher salary range of curve is granted upon recommendation of the Department Head and approval of the Personnel Director.

### Pay for Overtime

Compensation for approved overtime for non-exempt personnel is computed at a minimum time and one-half rate. Exempt personnel below the Group Leader level may receive additional pay at straight time for regularly required overtime of not less than 8 hours on either the 6th or 7th day of the work week, but not both. The Personnel Director may authorize other overtime rates as required. The hourly rate used in computing extra pay for salaried employees is the monthly rate divided by the working hours in a year (2000).

### Shift Differentials

Non-exempt personnel working on shifts other than the regular day-shift schedule are entitled to shift differential pay as follows:

Swing shift (normally 4:00 p.m. -12:30 a.m.) -10% of the base rate is added.

Owl shift (normally 12:00p.m. -8:30 a.m.) -15% of the base rate is added.

For persons working more than one shift, differential which applies to the entire period worked is the shift differential applying to the majority of the hours worked.

Exempt personnel below the Group Leader level regularly assigned to a rotating shift schedule on an extended basis may receive a compensating increment of 10% added to their base monthly pay for the period they remain on the rotating schedule.

Exempt personnel below the Group Leader level regularly assigned to either a swing or owl shift on an extended basis may receive a 10% premium added to their base hourly pay.

### Certification:

Approval by the appropriate official of the University on individual salary or wage actions that establish the initial salary or wage to be paid to any individual working under this contract or that increase the salary or wage of such individual shall constitute a certification on behalf of the University that the salary or wage paid to such individual is the same as would be paid to that individual if employed by Stanford University on its own behalf to perform the duties for which the individual is to be employed.

DOE Approval

Salaries of the Deputy Director and all Associate Directors shall require Contracting Officer approval.

## Guidelines for Obtaining Approval for Concurrent Outside Employment

In order to avoid Conflicts of Interest when engaging in business activity outside of your employment at SLAC (please see the attached Conflict of Interest Memo and Guide Memo), and to conform to the DOE requirement that there be not even an appearance of a Conflict of Interest, disclosure to and approval by the SLAC Director of such activity is required. Approval must be obtained before the activity has started. Therefore, you should prepare a memo, **addressed to the Director**, which **your immediate supervisor must endorse and sign as well**. The memo should then be submitted to SLAC Legal Counsel in the Business Services Division (MS 02, ext. 4343) for review and forwarding to the SLAC Director. This memo should indicate the following:

- 1 Name and location of firm.
  - a. Is the firm a cost-type DOE contractor?
  - b. Is the firm doing business in the atomic energy field?

NOTE: As used herein "atomic energy" means "all forms of energy released in the course of nuclear fission or nuclear transformation." (42 USC 2014(c))
2. Term of agreement (period of time for performance).
3. Detailed description of work to be performed.
4. Will the work involve information which you have acquired in connection with your employment at SLAC? If so, state what information is involved?

You are reminded that your employment agreement contains the following commitment:

I will not, after the date of execution of this agreement, during my employment by, or relationship with, Stanford enter into any agreement creating patent obligations without including therein the following provisions:

"In the event of any conflict between this agreement and the conditions of my Patent Agreement with Stanford, the latter shall prevail."

5. Do you or will you, or any member of your immediate family, have a financial interest in the firm?

Further, all work must be performed during your free time and may not be done using SLAC resources or property. If necessary, vacation or leave without pay will be taken by you.

Similarly, the work shall not interfere with your normal duties at SLAC, and the performance of your duties at SLAC must not involve you in any way with the potential outside employer.

Finally, you may not participate as a consultant to a company on the preparation of a bid, offer, or unsolicited proposal for SLAC.

**STANFORD LINEAR ACCELERATOR CENTER**  
**OFFICE OF THE DIRECTOR**

January 13, 1997

TO: All Hands  
FROM: Burton Richter  
SUBJECT: SLAC POLICY CONCERNING CONFLICTS OF INTEREST (Updated)

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- 1 The activities of the Stanford Linear Accelerator Center are conducted under a contract with the Department of Energy (DOE), the terms of which include certain policies concerning employee outside activities which might constitute, or give the appearance of a conflict of interest (that is, that the employee's personal or financial interests may benefit or be advanced). Accordingly, Stanford and DOE, as a condition of employment, require that SLAC employees:
  - A. neither give gratuities to DOE employees nor accept gratuities from individuals or organizations with which SLAC is doing, or intends to do, business,
  - B. not use information acquired in connection with their employment by SLAC for their own personal gain or for any other improper use,
  - C. not accept employment of any kind outside of their official hours of duty (or while on vacation) which might interfere with or otherwise adversely impact their work for SLAC, or appear to create a conflict of interest,
  - D. not participate in, or attempt to influence in any way, decisions of SLAC where there is a personal interest of the employee involved. The term "personal interest" includes having an employment or consulting relationship with, or a significant financial or familial interest in, (1) any organization with which SLAC may do business, or (2) a competitor of such an organization.
  - E. disclose to and obtain approval of the Director, of all consultant or other outside employment, in which the individual's duties include professional advice and/or services requiring specialized knowledge or experience prior to entering into such employment, and
  - F. agree that they will not perform consultant or other employment or services in which the individual's duties include professional advice and/or services requiring specialized knowledge or experience for any organization, except with the Director's prior approval.
2. In order to ensure adherence to these policies, each employee must report all prospective outside employment, including consulting or other employment, to the Director. Further, each employee must sign an agreement stating that he will not accept consulting or other employment with (1) another DOE contractor in the same or related energy field, or (2) any other organization, without the prior approval of the Director or his designee. Where there appears to be a conflict with any part of the above policy, the employee may be asked to refuse the offer.
3. Any questions concerning this statement of policy or its interpretation, should be brought to the attention of SLAC Staff Counsel for explanation and advice and, if necessary, to the Director or his designee for decision.

Each individual employee is expected to cooperate in complying fully with the above stated policy.

PART I. A. 2. SPECIAL FACULTY CONFLICT OF COMMITMENT POLICY

**STANFORD UNIVERSITY  
STANFORD LINEAR ACCELERATOR CENTER  
InterOffice Memorandum**

TO: All Stanford University Faculty at SLAC

FROM: Burton Richter, Director

SUBJECT: **Faculty Conflict of Commitment and Interest Policy  
Annual Certification of Compliance**

DATE October 7, 1998

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On an annual basis, all Stanford faculty at SLAC must certify to the SLAC Director their compliance with the University conflict of interest policy and to disclose significant financial interests in or consulting activity for outside entities. Please note that this is in addition to the certification required of all SLAC faculty and staff by our contract with the U.S. Department of Energy for operation and management of the Linear Accelerator Center.

The Research Policy Handbook (<http://www.stanford.edu/dept/DoR/Chpt4.html>) details the University Faculty Senate's policy, but the general principles are as follows:

1. A *conflict of commitment* exists whenever an individual's outside consulting activities exceed permitted limits (see the Research Policy Handbook), or whenever a full-time faculty member's primary professional loyalty is not to Stanford. Stanford faculty owe their primary professional allegiance to the University, and their primary commitment of time and intellectual energies should be to the education, research, and scholarship programs of the institution. Conflicts of commitment usually involve issues of time allocation.
2. A *conflict of interest* occurs when there is a divergence between an individual's private interests and his or her professional obligations to the University, such that an independent observer might reasonably question whether the individual's professional actions or decisions are influenced by considerations of personal gain, financial or otherwise. Thus, faculty may not use University resources, including facilities, personnel, equipment, or confidential information, except in a purely incidental way, to further outside consulting activities or for any other purposes unrelated to the education, research, scholarship, and public service missions of the University. Similarly, potentially patentable inventions created in the course of University activities or using University resources must be timely disclosed, and the rights thereto assigned, to the University.

This year's Annual Certification of Compliance is attached to this memorandum; please complete it and return it to me by November 30, 1998.



All Stanford University Faculty at SLAC

- 2 -

October 7, 1998

In addition to complying with the Certification requirement, faculty must obtain the prior approval of the SLAC Director before undertaking any consulting or other outside activities. Any other types of conflict situations (or situations that may merely "look" like a conflict) must similarly be disclosed as they arise (see Memorandum from Burton Richter, dated January 13, 1997, copy enclosed for your convenience).

BR:nw

Enclosures

**Annual Certification of Compliance**  
**STANFORD FACULTY POLICY ON CONFLICT OF COMMITMENT AND INTEREST**  
**Stanford Linear Accelerator Center**

I, \_\_\_\_\_, provide the following information with regard to my activities throughout the preceding academic year, which information is provided solely for confidential review by the University and not authorized for release (in whole or in part) or for any other use:

1. What percent time were you on active duty?  
Autumn \_\_\_\_\_ Winter \_\_\_\_\_ Spring \_\_\_\_\_ Summer \_\_\_\_\_
  
2. Please list the number of days you engaged in outside consulting activities during the preceding year.  
Autumn \_\_\_\_\_ Winter \_\_\_\_\_ Spring \_\_\_\_\_ Summer \_\_\_\_\_
  
3. Did you have a managerial or principal investigator role in an activity outside the University? If yes, please list and explain in an attached statement.  
No \_\_\_\_\_ Yes \_\_\_\_\_
  
4. Did you (or members of your immediate family, i.e., spouse or dependent children as determined by the Internal Revenue Service, or domestic partner) have an employment, consulting or other financial relationship, including ownership (at least 1/2% of equity or at least \$100,000 worth of ownership interests), with a sponsor of your University teaching or research activities? Please include only that equity which is directly under your control, not that managed by a third party such as a mutual fund. If yes, please list each such arrangement and provide an attached written explanation.  
No \_\_\_\_\_ Yes \_\_\_\_\_
  
5. Did you (or members of your immediate family, as described above) have an employment, consulting, financial or significant relationship, including ownership (at least 1/2% of equity or at least \$100,000 worth of ownership interests), in a company that does business with the University that involves you as an employee of the University? Please include only that equity which is directly under your control, not that managed by a third party such as a mutual fund. If yes, please list and explain in an attached statement.  
No \_\_\_\_\_ Yes \_\_\_\_\_

6. Did you (or members of your immediate family, as described above) have an employment, consulting, financial or other significant relationship, including ownership (at least 1/2% of equity or at least \$100,000 worth of ownership interests), with an outside organization contributing gift funds to Stanford which are under your control or of direct benefit to your teaching or research activities? Please include only that equity which is directly under your control, not that managed by a third party such as a mutual fund. If yes, please list each such arrangement and provide an attached written explanation.  
 No \_\_\_\_\_ Yes \_\_\_\_\_
- 7a. Did you submit a proposal to or receive an award from the Public Health Service or the National Science Foundation?  
 No \_\_\_\_\_ Yes \_\_\_\_\_ IF NO, GO TO QUESTION 8.
- 7b. If yes, did you submit a proposal to or receive funding from or conduct research which could benefit a company in which you either had a consulting arrangement or had significant financial holdings (defined by those agencies to be at least 5% of equity or at least \$5,000 worth of ownership interests)?  
 No \_\_\_\_\_ Yes \_\_\_\_\_ IF NO, GO TO QUESTION 8.
- 7c. If yes, were those arrangements or financial interests disclosed at the time of proposal submission?  
 No \_\_\_\_\_ Yes \_\_\_\_\_
8. Were you an inventor of intellectual property which has been or will be licensed through Stanford to any outside entity in which you (or members of your immediate family, as described above) have an employment, consulting or financial or other significant relationship, including ownership (at least 1/2% of equity or at least \$100,000 worth of ownership interests)? If yes, please list and explain in an attached statement.  
 No \_\_\_\_\_ Yes \_\_\_\_\_
9. Did you create, discover, or reduce to practice an invention(s) using University resources to which title has not been assigned to the University? If yes, please list and explain in an attached statement.  
 No \_\_\_\_\_ Yes \_\_\_\_\_
- 10a. Did you involve any of your students or staff in your outside consulting or pro bono activities? If yes, please list and explain in an attached statement.  
 No \_\_\_\_\_ Yes \_\_\_\_\_
- 10b. If yes, was this arrangement prospectively approved by the SLAC Director?  
 No \_\_\_\_\_ Yes \_\_\_\_\_

- 11 Please describe on an attached sheet, if necessary, any other relationships, commitments or activities you or any members of your immediate family have that might present or appear to present a conflict of interest or commitment with your Stanford University appointment. Such relationships might include financial or fiduciary interest or uncompensated activities.

I certify by my signature below that the information provided above for confidential review by the University is true and correct to the best of my knowledge and certify further that I have read the "Faculty Policy on Conflict of Commitment and Interest."

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

SPECIAL DOE-ONLY CERTIFICATION FOR STANFORD FACULTY AT S.L.A.C.

Faculty who receive 50 percent or more (but less than 100%) of regular annual compensation from the U.S. Department of Energy (DOE) through the Stanford Linear Accelerator Center (SLAC) are required to disclose to the SLAC Director all consultant or comparable service which they propose to undertake for others. Faculty employed at SLAC on a full-time basis are required to agree, as a condition of employment, that they similarly will not perform consultant or other services for another DOE cost-type contractor, for any organization in the atomic energy field, or for any other person or entity without first obtaining the approval of the SLAC Director. In addition to the Certification of Compliance submitted in accordance with the Faculty Policy on Conflict of Commitment and Interest, SLAC faculty further certify, by signing below, that they are in compliance with the disclosure and approval requirements established by DOE and noted in this paragraph.

Signature \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

ATTACHMENT II

**ROUND TRIP TRAVEL REIMBURSEMENT POLICY (Limited Period Employees)**

Key scientific and technical people who are to be employed by Stanford Linear Accelerator Center for a limited period may be eligible for reimbursement of their round-trip relocation expenses when and to the extent agreed to by the Personnel Department in its official letter of offer. If a person is to be employed for less than 30 days, no reimbursement will be made for dependents.

Reimbursement will be made for round trip expenses incurred by the new employee between the point of hire and the Center to the extent that these expenses have not been or will not be reimbursed by other organizations. Should the invitee decide to remain in the Stanford area more than one month following the termination of the appointment to the Center, no reimbursement will be made for return relocation expenses. If the return is to a destination other than the point of hire, reimbursement for actual expenses will be allowed to the extent that they do not exceed the round-trip expenses between the point of hire and the Center.

Rates of reimbursement will be updated in accordance with Federal Travel Regulations at FAR 31.703.

1. New employees will make their own transportation arrangements for themselves, their dependents and their household effects.
2. Actual transportation expenses by common carrier will be paid up to a maximum equal to the lowest logical air fare by the most direct route for the employee and dependents regardless of the mode of travel. The employee must utilize U.S. Flag carriers to the extent service by such carriers is available.
3. a. A new employee may travel to Stanford by private automobile, if authorized by the Personnel Department in its letter offering employment, subject to the limitation described above. The employee is expected to maintain an average of 400 miles a day on trips of more than one day, except when prevented from doing so by reasons beyond the new employee's control. Current reimbursement will be at the rate of thirty cents per mile established by FAR 31.703, plus road and bridge tolls, if any, for travel by private automobile based on the actual driving distance by the most direct route (not more than 105% of standard Rand McNally highway mileage to the destination). Odometer readings for both the beginning and the ending of the trip are required.  
b. In certain instances, when authorized by the Personnel Department in its letter offering employment, one automobile may be driven to Stanford by the new employee or family member with other members of the family traveling by common carrier. Such authorization is subject to the other limitations stated herein. The cost of hiring someone to drive an automobile will not be reimbursed.
4. Reasonable reimbursement will be made for the cost of transportation to and from the air, rail or boat terminals. Limousine service is available to all Bay Area airports. If private automobile is used, current reimbursement will be at the rate of thirty cents a mile provided for in FAR 31.703, plus road and bridge tolls, if any.

No reimbursement will be made for shipping pets, cars, boats or other motor vehicles.

6. For appointees to be employed less than one year, no reimbursement will be made for shipment of household effects. SLAC will reimburse actual costs for shipment of personal effects. Weight limitations are as follows:

Employee without dependents	500 lbs. maximum
Employee with dependents	1,000 lbs. maximum

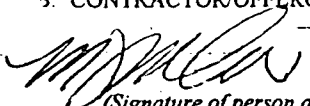
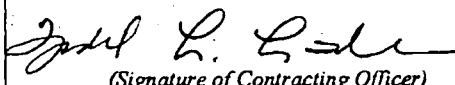
7. SLAC will reimburse actual costs for shipment of household and personal effects up to a maximum of 15,000 lbs.
8. The reimbursable cost of insurance for household and personal effects during shipping is limited to "all risk" replacement cost insurance subject to the weight limitations.
9. The actual cost of packing, unpacking, crating and uncrating personal and household effects is allowed subject to the specified weight limitation.
10. Costs attendant upon moves to and from storage are allowed subject to the specified weight limitations, but storage is limited to 60 days.
11. Reasonable costs of disconnecting and connecting ordinary household appliances are reimbursable.
12. A per diem will be paid to the traveler en route in lieu of actual costs for meals and lodging in accordance with FAR 31.703 for the employee and dependents.

For less than a full day, one-fourth of the daily allowance is paid for each six hour period or fraction thereof.

This per diem is payable for one or two days actual air travel time including necessary stop-overs or, if traveling by car, for the number of days required to maintain a daily average of 400 miles as noted in Paragraph 3 above.

13. After arriving at Stanford, and while searching for permanent living quarters, a new employee and dependents are eligible for reimbursement for lodging and meals at the Stanford area per diem rate established by FAR 31.703.
  - a. For appointees to be employed for one year or more, the maximum time this subsistence will be paid is fifteen days for employees with dependents and seven days for employees without dependents.
  - b. For appointees to be employed for less than one year and more than three months, the maximum time this subsistence will be paid is ten days for employees with dependents and five days for employees without dependents.

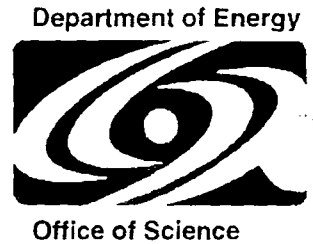
14. An individual to be employed three months or less may be reimbursed for actual expenses incurred for lodging up to a maximum of \$1,600 a month when accompanied by dependent children and up to \$800 a month otherwise.
15. If authorized by the Personnel Department, an individual to be employed for three months or less is eligible for an allowance up to \$30 a day (not to exceed \$150 a week) for actual car rental, taxi and other transportation expenses. Authorization of this allowance up to the maximum will be granted on an individual basis according to the circumstances involved.
16. If the new employee is on loan from another DOE contractor, reimbursement for travel and subsistence expenses will be made by the lending organization in accordance with their own travel policy and then billed to the Center.
17. A new employee is expected to pay for all relocation expenses and apply for reimbursement after reporting to work.
18. A new employee who would find it financially inconvenient to pay all travel expenses against later reimbursement may ask for and receive a cash advance upon arrival. Such an advance will always be slightly lower than the estimated total travel expenses. The new employee must initiate this request in advance.
19. After reporting to work, a new employee claiming reimbursement must present receipts and complete a Travel and Expense Report of all expenses claimed.

EXCEPTION TO SF 30, APPROVED BY NARS 5/79				1. CONTRACT ID CODE	PAGE OF PAGES 1 of 1
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT					
2. Amendment/Modification No. <b>524</b> ISSUED BY CODE	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable)	
U.S. Department of Energy Office of Science, Stanford Site Office 2575 Sand Hill Road, Bldg.41, Rm.118 Menlo Park, CA 94025		7. ADMINISTERED BY (If other than Item 6)			
		DOE Points of Contact: Contracting Officers: Tyndal L. Lindler (650) 926-5076 or Georgia M. McClelland (650)926-8608			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code) ( )			9A. AMENDMENT OF SOLICITATION NO.		
Board of Trustees for the Leland Stanford, Jr. University Director of Sponsored Projects Stanford University 651 Sera Street - Room # 260 Stanford, CA 94305-4125					
Mall To:			9B. DATED (SEE ITEM 11)		
Jerry L. Jobe, Associate Director Business Services Div. Stanford Linear Accelerator Center 2575 Sand Hill Road, M/S 02 A&E Building #41, Room 203 Menlo Park, Ca 94025			x		
			10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-76SF00515/M474		
			10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE		3/29/04		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
The above numbered solicitation is amended as set forth in Item 14: The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 25, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN CONTRACT/ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) Clause H.021, "Standards of Contracting Performance Evaluation" of the contract.					
IMPORTANT: Contractor is not, X is required to sign this document and return 2 copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to incorporate the FY 2007 Contractor Performance Evaluation and Measurement Plan (PEMP) into the contract.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print) <b>MICHKO T. PANE</b> SR. CONTRACT AND GRANT OFFICER			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>TYNDAL L. LINDLER</b> CONTRACTING OFFICER		
9. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
 (Signature of person authorized to sign)	9/29/06	 (Signature of Contracting Officer)		9/29/06	
			30-105		
			STANDARD FORM 30		





**U.S. Department of Energy**  
Office of Science (SC)  
Stanford Site Office (SSO)  
Stanford Linear Accelerator Center (SLAC)  
2575 Sand Hill Road, MS-8A  
Menlo Park, CA 94025



SEP 28 2006

Stanford Linear Accelerator Center  
2575 Sand Hill Road, M/S 02  
Building 41, Room 203  
Menlo Park, CA 94025  
ATTN: Mr. Jerry Jobe  
Associate Director, Business Services Division

SUBJECT: SLAC Contract No. DE-AC02-76SF00515, Modification. M524

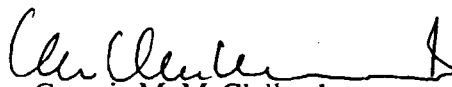
Dear Mr. Jobe:

Attached you will find two (2) copies of Standard Form 30 for Modification M524 of the above-mentioned contract. The purpose of this modification is to incorporate the FY 2007 Contractor Performance Evaluation and Measurement Plan (PEMP) into the SLAC contract. This is a bilateral action.

Please have a duly authorized individual sign both copies of the Standard Form 30, then return both copies to this office so they can be signed and executed by the Contracting Officer. After they've been executed, one (1) copy will be returned to your office.

If you should have any questions regarding this action, please do not hesitate to contact me at (650) 926-8608 or Tyndal Lindler at (650) 926-5076.

Sincerely,

  
Georgia M. McClelland  
Contracting Officer  
Stanford Site Office

**FY 2007**

**Contractor Performance Evaluation and  
Measurement Plan**

**for**

***Management and Operations of the  
Stanford Linear Accelerator Center***

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## INTRODUCTION

This document, the Performance Evaluation and Measurement Plan (PEMP) primarily serves DOE's Quality Assurance/Surveillance Plan (QASP) for the evaluation of *Stanford University* (hereafter referred to as "the Contractor") performance regarding the management and operations of the *Stanford Linear Accelerator Center* (hereafter referred to as "the Laboratory") for the evaluation period from October 1, 2006, through September 30, 2007. The performance evaluation provides a standard by which to determine whether the Contractor is managerially and operationally in control of the Laboratory and is meeting the mission and requirement performance expectations/objectives of the Department as stipulated within this contract.

The Performance Goals (hereafter referred to as Goals), Performance Objectives (hereafter referred to as Objectives) and set of Performance Measures and Targets (hereafter referred to as Measures/Targets) for each Objective discussed herein were developed in accordance with contract expectations set forth within the contract. The Performance Measures for meeting the Objectives set forth within this plan have been developed in coordination with HQ program offices as appropriate. Except as otherwise provided for within the contract, the evaluation will rest solely on the Contractor's performance within the Performance Goals and Objectives set forth within this plan.

The overall performance against each Objective of this performance plan, to include the evaluation of Performance Measures identified for each Objective, shall be evaluated jointly by the appropriate HQ office or major customer and the Stanford Site Office (SSO). This cooperative review methodology will ensure that the overall evaluation of the Contractor results in a consolidated DOE position taking into account specific Performance Measures as well as all additional information not otherwise identified via specific Performance Measures. The Site Office shall work closely with each HQ program office or major customer throughout the year in evaluating the Contractor's performance and will provide observations regarding programs and projects as well as other management and operation activities conducted by the Contractor throughout the year.

Section I provides information on how the performance rating (grade) for the Contractor will be determined. This contract does not have a fee.

Section II provides the detailed information concerning each Goal, their corresponding Objectives, and Performance Measures of performance identified, along with the weightings assigned to each Goal and Objective and a table for calculating the final score for each Goal.

### I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING

The FY 2007 Contractor performance grades will be determined based on the weighted sum of the individual scores earned for each of the objectives under each of the Goals described within this document for Science and Technology and for Management and Operations (see Table A): No overall rollup grade will be provided. Performance evaluations shall be measured and graded at the Objective level, which rollup to provide the performance evaluation determination for each Goal. Performance evaluations will be rolled up for an overall grade for Science and Technology and for Management and Operations. The rollup of the performance of each Goal will then be utilized to determine the overall Contractor performance grade for Science and Technology and Management and Operations. Each Goal is composed of two or more weighted Objectives and each Objective has a set of Performance Measures, and as applicable, Targets, which are identified to assist the reviewer in determining the Contractor's overall performance in meeting the Objective. However, these should be considered as guidelines that do not restrict the evaluator from considering other factors that contribute to the evaluation. Each of the

Performance Measures identifies significant activities, requirements, and/or milestones important to the success of the corresponding Objective and shall be utilized as the primary means of determining the Contractor's success in meeting the Objective. Although the Performance Measures are the primary means for determining performance, other performance information available to the evaluating office from other sources to include, but not limited to, the Contractor's self-evaluation report, operational awareness (daily oversight) activities; "For Cause" reviews (if any); other outside agency reviews (OIG, GAO, DCAA, etc.), and the annual 2-week review (if needed), may be utilized in determining the Contractor's overall success in meeting an Objective. The following describes the methodology for determining the Contractor's grade for each Goal:

**Performance Evaluation Methodology:**

The purpose of this section is to establish a methodology to develop scoring at the Objective Level. Each Objective within a Goal shall be assigned a numerical score, per Figure I-1 below, by the evaluating office. Each evaluation will measure the degree of effectiveness and performance of the Contractor in meeting the Objective and shall be based on the Contractor's success in meeting the set of Performance Measures identified for each Objective as well as other performance information available to the evaluating office from other sources as identified above. The set of Performance Measures identified for each Objective represent the set of significant indicators that if fully met, collectively places performance for the Objective in the "B+" grade range. For some targets, it serves the evaluator to provide additional grading details (for example at the A, C+, and D level" and in those cases details have been included in the PEMP). However, these should be considered as guidelines that do not restrict the evaluation from considering other factors that contribute to the evaluation.

A+	4.3 - 4.1	Significantly exceeds expectations of performance as set within performance measures identified for each Objective or within other areas within the purview of the Objective. Areas of notable performance have or have the potential to significantly improve the overall mission of the Laboratory. No specific deficiency noted within the purview of the overall Objective being evaluated.
A	4.0 - 3.8	Notably exceeds expectations of performance as set within performance measures identified for each Objective or within other areas within the purview of the Objective. Areas of notable performance either have or have the potential to improve the overall mission of the Laboratory. Minor deficiencies noted are more than offset by the positive performance within the purview of the overall Objective being evaluated and have no potential to adversely impact the mission of the Laboratory.
A-	3.7 - 3.5	Meets expectations of performance as set within performance measures identified for each Objective with some notable areas of increased performance identified. Deficiencies noted are offset by the positive performance within the purview of the overall Objective being evaluated with little or no potential to adversely impact the mission of the Laboratory.
B+	3.4 - 3.1	Meets expectations of performance as set by the performance measures identified for each Objective with no notable areas of increased or diminished performance identified. Deficiencies identified are offset by positive performance and have little to no potential to adversely impact the mission of the Laboratory.
B	3.0 - 2.8	Most expectations of performance as set by the performance measures identified for each Objective are met and/or other minor deficiencies are identified. Performance measures or other minor deficiencies identified are offset by positive performance within the purview of the Objective and have little to no potential to adversely impact the mission of the Laboratory.
B-	2.7 - 2.5	One or two expectations of performance set by the performance

Letter Grade	Numerical Grade	Definition
		measures are not met and/or other deficiencies are identified and although they may be offset by other positive performance, they may have the potential to negatively impact the Objective or overall Laboratory mission accomplishment.
C+	2.4 – 2.1	Some expectations of performance set by the performance measures are not met and/or other minor deficiencies are identified and although they may be offset by other positive performance, they may have the potential to negatively impact the Objective or overall Laboratory mission accomplishment.
C	2.0 – 1.8	A number of expectations as set by the performance measures are not met and/or a number of other deficiencies are identified and although they may be somewhat offset by other positive performance, they have the potential to negatively impact the Objective or overall Laboratory mission accomplishment.
C-	1.7 – 1.1	Most expectations as set by the performance measures are not met and/or other major deficiencies are identified which have or will negatively impact the Objective or overall Laboratory mission accomplishment if not immediately corrected.
D	1.0 – 0.8	Most or all expectations as set by the performance measures are not met and/or other significant deficiencies are identified which have negatively impacted the Objective and/or overall Laboratory mission accomplishment.
F	0.7 – 0	All expectations as set by the performance measures are not met and/or other significant deficiencies are identified which have significantly impacted both the Objective and the accomplishment of the Laboratory mission.

**Figure I-1 Letter Grade and Numerical Score Definitions**

Calculating Individual Goal Scores and Letter Grade:

Each Objective is assigned the earned numerical score by the evaluating office as stated above. The Goal rating is then computed by multiplying the numerical score by the weight of each Objective within a Goal. These values are then added together to develop an overall score for each Goal. A set of tables is provided at the end of each Performance Goal section of this document to assist in the calculation of Objective scores to the Goal score. Utilizing Table A, the scores for each of the Science and Technology (S&T) Goals and Management and Operations (M&O) Goals are then multiplied by the weight assigned and these are summed to provide an overall score for each. The total score for Science and Technology and Management and Operations is compared to the letter grade scale found in Table B, below, to determine the overall S&T and M&O grades for FY 2007.

The raw score (rounded to the nearest hundredth) from each calculation shall be carried through to the next stage of the calculation process. A standard rounding convention of x.44 and less rounds down to the nearest tenth (here, x.4), while x.45 and greater rounds up to the nearest tenth (here, x.50).

Performance Goal	Numerical Score	Letter Grade	Weight	Weighted Score	Total Score
1.0 Mission Accomplishment			20%		
2.0 Construction and Operations of User Research Facilities and Equipment			60%		
3.0 Science and Technology Research Project/Program Management			20%		
					Total Score
Performance Goal	Numerical Score	Letter Grade	Weight	Weighted Score	Total Score
4.0 Leadership and Stewardship of the Laboratory			20%		
5.0 Integrated Safety, Health, and Environmental Protection			25%		
6.0 Business Systems			20%		
7.0 Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio			15%		
8.0 Integrated Safeguards and Security Management and Emergency Management Systems			20%		
					Total Score

Table A. FY 2007 Contractor Evaluation Score Calculation

Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F
Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0

Table B. FY 2007 Contractor Letter Grade Scale/Numeric Score Scale

Adjustment to the Letter Grade:

The lack of performance objectives and measures in this plan do not diminish the need to comply with minimum contractual requirements. Although the performance-based Goals and their corresponding Objectives shall be the primary means utilized in determining the Contractor's performance grade, the Contracting Officer may unilaterally adjust the rating based on the Contractor's performance against all contract requirements as set forth in the prime contract. Data to support rating adjustments may be derived from other sources to include, but not limited to, operational awareness (daily oversight) activities; "For Cause" reviews (if any); other outside agency reviews (OIG, GAO, DCAA, etc.), and the annual 2-week review (if needed).

The final Contractor performance-based grade for each Goal will be contained within a year-end report, documenting the results from the DOE review. The report will identify areas where performance improvement is necessary and, if required, provide the basis for any performance-based rating adjustments made from the otherwise earned rating based on Performance Goal achievements.

**II. PERFORMANCE GOALS, OBJECTIVES & PERFORMANCE MEASURES**



**Background**

The current performance-based management approach to oversight within DOE has established a new culture within the Department with emphasis on the customer-supplier partnership between DOE and the laboratory contractors. It has also placed a greater focus on mission performance, best business practices, cost management, and improved contractor accountability. Under the performance-based management system the DOE provides clear direction to the laboratories and develops annual performance plans (such as this one) to assess the contractors performance in meeting that direction in accordance with contract requirements. The DOE policy for implementing performance-based management includes the following guiding principles:

- Performance objectives are established in partnership with affected organizations and are directly aligned to the DOE strategic goals;
- Resource decisions and budget requests are tied to results; and
- Results are used for management information, establishing accountability, and driving long-term improvements.

The performance-based approach focuses the evaluation of the Contractor's performance against these Performance Goals. Progress against these Goals is measured through the use of a set of Objectives. The success of each Objective will be measured based on a set of Performance Measures, both objective and subjective, that are to focus primarily on end-results or impact and not on processes or activities. Measures provide specific evidence of performance, and collectively, they provide the body of evidence that indicates performance relative to the corresponding Objectives. On occasion however, it may be necessary to include a process/activity-oriented measure when there is a need for the Contractor to develop a system or process that does not currently exist but will be of significant importance to the DOE and the Laboratory when completed or that lead to the desired outcome/result.

**Performance Goals, Objectives, and Performance Measures**

The following sections describe the Performance Goals, their supporting Objectives, and associated performance measures for FY 2007.

## 1.0 Provide for Efficient and Effective Mission Accomplishment

**The Contractor produces high-quality, original, and creative results that advance science and technology; demonstrates sustained scientific progress and impact; receives appropriate external recognition of accomplishments; and contributes to overall research and development goals of the Department and its customers.**

The weight of this Goal is 20%.

The Provide for Efficient and Effective Mission Accomplishment Goal measures the overall effectiveness and performance of the Contractor in delivering science and technology results which contribute to and enhance the DOE's mission of protecting our national and economic security by providing world-class scientific research capacity and advancing scientific knowledge by supporting world-class, peer-reviewed scientific results, which are recognized by others.

Each Objective within this Goal is to be assigned the appropriate numerical score by the DOE HQ Office of Science's (SC), other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 1.1). Weightings for each Customer listed below are preliminary, based upon FY2007 Budget Authority figures, and are provided here for informational purposes only. The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY 2007.

- Office of Advance Scientific Computing Research (ASCR) 0%
- Office of Basic Energy Sciences (BES) 60%
- Office of Biological and Environmental Research (BER) 1%
- Office of High Energy Sciences (HEP) 39%
- Workforce Development for Teachers and Scientists (WDTS) 0%

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 1.2). The overall score earned is then compared to Table 1.3 to determine the overall letter grade for this Goal. Individual Program Office weightings for each of the Objectives identified below are provided within Table 1.1. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science Program Offices for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of BA for FY 2007 as compared to the total BA for those remaining HQ Program Offices.

### 1.1 Science and Technology Results Provide Meaningful Impact on the Field

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- The impact of publications on the field;
- Publication in journals outside the field indicating broad impact;
- Impact on DOE or other customer mission(s);
- Successful stewardship of mission-relevant research areas;
- Significant awards (R&D 100, FLC, Nobel Prizes, etc.);
- Invited talks, citations, making high-quality data available to the scientific community; and
- Development of tools and techniques that become standards or widely-used in the scientific community.

Grade	Performance
A to A+	Changes the way the research community thinks about a particular field; resolves critical questions and thus moves research areas forward; results generate huge interest/enthusiasm in the field.
B+	Impacts the community as expected. Strong peer review comments in all relevant areas.
B	Not strong peer review comments in at least one significant research area.
C	One research area just not working out. Peer review reveals that a program isn't going anywhere.
D	Failure of multiple program elements.
F	Gross scientific incompetence and/or scientific fraud.

### 1.2 Provide Quality Leadership in Science and Technology

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- Willingness to pursue novel approaches and/or demonstration of innovative solutions to problems;
- Willingness to take on high-risk/high payoff/long-term research problems, evidence that the Contractor "guessed right" in that previous risky decisions proved to be correct and are paying off;
- The uniqueness and challenge of science pursued, recognition for doing the best work in the field;
- Extent of collaborative efforts, quality of the scientists attracted and maintained at the Laboratory;
- Staff members visible in leadership position in the scientific community; and
- Effectiveness in driving the direction and setting the priorities of the community in a research field.

Grade	Performance
A to A+	Laboratory staffs lead Academy or equivalent panels; laboratory's work changes the direction of research fields; world-class scientists are attracted to the laboratory, lab is trend-setter in a field.
B+	Strong research performer in most areas; staff asked to speak to Academy or equivalent panels to discuss further research directions; lab is center for high-quality research and attracts full cadre of researchers; some aspects of programs are world-class.
B	Strong research performer in many areas; staff asked to speak to Academy or equivalent panels to discuss further research directions; few aspects of programs are world-class.
C	Working on problems no longer at the forefront of science; stale research; evolutionary, not revolutionary.
D	Failure of multiple program elements.
F	Gross scientific incompetence and/or scientific fraud.

### 1.3 Provide and sustain Science and Technology Outputs that Advance Program Objectives and Goals

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- The number of publications in peer-reviewed journals;
- The quantity of output experimental and theoretical research; and
- Demonstrated progress against peer reviewed recommendations, headquarters guidance, etc.

Grade	Performance
Pass	Not failing; see below.
Fail	Peer reviewers not satisfied; output not meeting general scientific standards; minimal progress against FWPs.

Note: The numerical grade for "Pass" is 4.3 and for "Fail" it is 0.7

#### 1.4 Provide for Effective Delivery of Science and Technology

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Approved Financial Plans (AFPs), Program Office reviews/oversight, etc.:

- Efficiency and effectiveness in meeting goals and milestones;
- Efficiency and effectiveness in delivering on promises, and getting instruments to work as promised; and
- Efficiency and effectiveness in transmitting results to the community and responding to DOE or other customer guidance.

Grade	Performance
Pass	Not failing; (see numerical grades)
Fail	Peer reviewers not satisfied; significant number of milestones not met, results not delivered to community while it matters.

Note: The numerical grade for "Pass" is 4.3 and for "Fail" it is 0.7

Science Program Office <sup>1</sup>	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Advanced Scientific Research</b>					
1.1 Impact			40%		
1.2 Leadership			30%		
1.3 Output			15%		
1.4 Delivery			15%		
<b>Overall ASCR Total</b>					
<b>Office of Basic Energy Sciences</b>					
1.1 Impact			50%		
1.2 Leadership			20%		
1.3 Output			15%		
1.4 Delivery			15%		
<b>Overall BES Total</b>					
<b>Office of Biological and Environmental Research</b>					
1.1 Impact			30%		
1.2 Leadership			20%		
1.3 Output			20%		
1.4 Delivery			30%		
<b>Overall BER Total</b>					
<b>Office of High Energy Physics</b>					
1.1 Impact			30%		
1.2 Leadership			30%		
1.3 Output			30%		
1.4 Delivery			10%		
<b>Overall HEP Total</b>					

<sup>1</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

<b>Office of Workforce Development for Teachers and Scientists</b>					
1.1 Impact			25%		
1.2 Leadership			30%		
1.3 Output			30%		
1.4 Delivery			15%		
			<b>Overall W.D.T.S. Total</b>		

**Table 1.1-1.0 Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight (BA)	Weighted Score	Overall Weighted Score
Office of Advanced Scientific Research			0%		
Office of Basic Energy Sciences			60%		
Office of Biological and Environmental Research			1%		
Office of High Energy Physics			39%		
Office of Workforce Development for Teachers and Scientists			0%		
			<b>Performance Goal 1.0 Total</b>		

**Table 1.2 Overall Performance Goal Score Development<sup>2</sup>**

<b>Total Score</b>	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 1.3 - 1.0 Goal Final Letter Grade**

<sup>2</sup> Weightings for each Customer listed within Table 1.2 are preliminary, based upon FY 2007 Budget Authority figures, and are provided for informational purposes only. The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY2007.

## 2.0 Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities

The Contractor provides effective and efficient strategic planning; fabrication, construction and/or operations of Laboratory research facilities; and is responsive to the user community.

The weight of this Goal is 60%.

The Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities Goal shall measure the overall effectiveness and performance of the Contractor in planning for and delivering leading-edge research facilities to ensure the required capabilities are present to meet today's and tomorrow's complex challenges. It also measures the Contractor's innovative operational and programmatic means for implementation of systems that ensures the availability, reliability, and efficiency of facilities; and the appropriate balance between R&D and user support.

Each Objective within this Goal is to be assigned the appropriate numerical score by the DOE HQ Office of Science's (SC), other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 2.1). Weightings for each Customer listed below are preliminary, based upon FY 2007 Budget Authority figures, and are provided here for informational purposes only. Final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY 2007.

- Office of Advance Scientific Computing Research (ASCR) 0%
- Office of Basic Energy Sciences (BES) 94%
- Office of Biological and Environmental Research (BER) 0%
- Office of High Energy Sciences (HEP) 6%
- Workforce Development for Teachers and Scientists (WDTS) 0%

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above the weightings identified for each and then summing them (see Table 2.2). The overall score earned is then compared to Table 2.3 to determine the overall letter grade for this Goal. Individual Program Office weightings for each of the Objectives identified below are provided within Table 2.1. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by DOE HQ Office of Science's (SC) Program Offices for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of BA for FY 2007 as compared to the total BA for those remaining HQ Program Offices.

## 2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2)

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by scientific/technical workshops developing pre conceptual R&D, progress reports, Lehman reviews, Program/Staff Office reviews/oversight, etc.:

- Effectiveness of planning of pre conceptual R&D and design for life-cycle efficiency;
- Leverage of existing facilities at the site;
- Delivery of accurate and timely information required to carry out the critical decision and budget formulation process; and
- Ability to meet the intent of DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets.

Grade	Performance
<b>A to A+</b>	In addition to meeting all measures under B <sup>+</sup> , the laboratory is recognized by the research community as the leader for making the science case for the acquisition; Takes the initiative to demonstrate the potential for revolutionary scientific advancement. Identifies, analyzes and champions novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing. Proposed approaches are widely regarded as innovative, novel, comprehensive, and potentially cost-effective. Reviews repeatedly confirm potential for scientific discovery in areas that support the Department's mission, and potential to change a discipline or research area's direction.
<b>B+</b>	Provides the overall vision for the acquisition. Displays leadership and commitment to achieving the vision within preliminary estimates that are defensible and credible in terms of cost, schedule and performance; develops quality analyses, preliminary designs, and related documentation to support the approval of the mission need (CD-0), the alternative selection and cost range (CD-1) and the performance baseline (CD-2). Solves problems and addresses issues. Keeps DOE apprised of the status, near-term plans and the resolution of problems on a regular basis. Anticipates emerging issues that could impact plans and takes the initiative to inform DOE of possible consequences.
<b>B</b>	Fails to meet expectations in one of the areas listed under B+.
<b>C</b>	The laboratory team develops the required analyses and documentation in a timely manner. However, inputs are mundane and lack innovation and commitment to the vision of the acquisition.
<b>D</b>	The potential exists for credible science and business cases to be made for the acquisition, but the laboratory fails to take advantage of the opportunity.
<b>F</b>	Proposed approaches are based on fraudulent assumptions; the science case is weak to non-existent, the business case is seriously flawed.

## 2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, post CD-2 to CD-4)

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured through progress reports, Lehman reviews, Program/Staff Office reviews/oversight, etc.:

- Adherence to DOE Order 413.3A Project Management for the Acquisition of Capital Assets;
- Successful fabrication of facility components
- Effectiveness in meeting construction schedule and budget; and
- Quality of key staff overseeing the project(s).

Grade	Performance
<b>A to A+</b>	Laboratory has identified and implemented practices that would allow the project scope to be increased if such were desirable, without impact on baseline cost or schedule; Laboratory always provides exemplary project status reports on time to DOE and takes the initiative to communicate emerging problems or issues. There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline; Reviews identify environment, safety and health practices to be exemplary.
<b>B+</b>	The project meets CD-2 performance measures; the laboratory provides sustained leadership and commitment to environment, safety and health; reviews regularly recognize the laboratory for being proactive in the management of the execution phase of the project; to a large extent, problems are identified and corrected by the laboratory with little, or no impact on scope, cost or schedule; DOE is kept informed of project status on a regular basis; reviews regularly indicate project is expected to meet its cost/schedule performance baseline.
<b>B</b>	The project fails to meet expectations in one of the areas listed under B+.
<b>C</b>	Reviews indicate project remains at risk of breaching its cost/schedule performance baseline; Laboratory commitment to environment, safety and health issues is adequate; Reports to DOE can vary in degree of completeness; Laboratory commitment to the project appears to be

	subsiding.
D	Reviews indicate project is likely to breach its cost/schedule performance baseline; and/or Laboratory commitment to environment, safety and health issues is inadequate; reports to DOE are largely incomplete; laboratory commitment to the project has subsided.
F	Laboratory falsifies data during project execution phase; shows disdain for executing the project within minimal standards for environment, safety or health, fails to keep DOE informed of project status; reviews regularly indicate that the project is expected to breach its cost/schedule performance baseline.

### 2.3 Provide Efficient and Effective Operation of Facilities

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured through progress reports, peer reviews, Program/Staff Office reviews/oversight, performance against benchmarks, Approved Financial Plan (AFP), etc.:

- Availability, reliability, and efficiency of facility(ies);
- Degree the facility is optimally arranged to support community;
- Whether R&D is conducted to develop/expand the capabilities of the facility(ies);
- Effectiveness in balancing resources between facility R&D and user support; and
- Quality of the process used to allocate facility time to users.

Grade	Performance
A to A+	Performance of the facility exceeds expectations as defined before the start of the year in any of these categories: cost of operations, users served, availability, beam delivery, or luminosity, and this performance can be directly attributed to the efforts of the laboratory; and /or: the schedule and the costs associated with the ramp-up to steady state operations are less than planned and are acknowledged to be 'leadership caliber' by reviews; Data on ES&H continues to be exemplary and widely regarded as among the 'best in class'.
B+	Performance of the facility meets expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, beam delivery, or luminosity, and this performance can be directly attributed to the efforts of the laboratory; and /or: the schedule and the costs associated with the ramp-up to steady state operations occur as planned; Data on ES&H continues to be very good as compared with other projects in the DOE.
B	The project fails to meet expectations in one of the areas listed under B+.
C	Performance of the facility fails to meet expectations in several of the areas listed under B+; for example, the cost of operations is unexpectedly high and availability of the facility is unexpectedly low, the number of users is unexpectedly low, beam delivery or luminosity is well below expectations. The facility operates at steady state, on cost and on schedule, but the reliability of performance is somewhat below planned values, <u>or</u> the facility operates at steady state, but the associated schedule and costs exceed planned values. Commitment to ES&H is satisfactory.
D	Performance of the facility fails to meet expectations in many of the areas listed under B+; for example, the cost of operations is unexpectedly high and availability of the facility is unexpectedly low. The facility operates somewhat below steady state, on cost and on schedule, and the reliability performance is somewhat below planned values, <u>or</u> the facility operates at steady state, but the schedule and costs associated exceed planned values. Commitment to ES&H is satisfactory.
F	The facility fails to operate; the facility operates well below steady state <u>and/or</u> the reliability of the performance is well below planned values.



#### 2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured through peer reviews, participation in international design teams, Program/Staff Office reviews/oversight, etc.:

- The facility is being used to perform influential science;
- Contractor's efforts to take full advantage of the facility to strengthen the Laboratory's research base;
- Conversely the facility is strengthened by a resident research community that pushes the envelope of what the facility can do and/or are among the scientific leaders of the community;
- Contractor's ability to appropriately balance access by internal and external user communities; and
- There is a healthy program of outreach to the scientific community.

Grade	Performance
A to A+	Reviews document how multiple disciplines are using the facility in new and novel ways that the facility is being used to pursue influential science, that full advantage has been taken of the facility to enhance external user access, and strengthen the laboratory's research base. A healthy outreach programs is in place.
B <sup>+</sup>	Reviews state strong and effective team approach exists toward establishing large external and internal user community; that the facility is being used for influential science; the laboratory is capitalizing on existence of facility to grow internal scientific capabilities. A healthy outreach programs is in place.
B	Reviews state that lab is establishing an external and internal user community, but laboratory is still not capitalizing fully on existence of facility to grow internal capabilities and/or reach out to external users.
C	Reviews state that the laboratory has made satisfactory use of the facility, but has not demonstrated much innovation.
D	Few facility users, with none using it in novel ways; research base is very thin.
F	Laboratory does not know how to operate/use its own facility adequately.

<b>Science Program Office<sup>3</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Weighted Score</b>	<b>Overall Score</b>
<b>Office of Advance Scientific Research</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			0%		
2.4 Effective Utilization of Facility to Grow and Support the Laboratory's Research Base			0%		
<b>Overall ASCR Total</b>					
<b>Office of Basic Energy Sciences</b>					
2.1 Provide Effective Facility Design(s)			10%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			60%		
2.3 Provide Efficient and Effective Operation of Facilities			20%		
2.4 Effective Utilization of Facility to Grow and Support the Laboratory's Research Base			10%		
<b>Overall BES Total</b>					
<b>Office of Biological and Environmental Research</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			90%		
2.4 Effective Utilization of Facility to Grow and Support the Laboratory's Research Base			10%		
<b>Overall BER Total</b>					
<b>Office of High Energy Physics</b>					
2.1 Provide Effective Facility Design(s)			20%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%		
2.3 Provide Efficient and Effective Operation of Facilities			80%		
2.4 Effective Utilization of Facility to Grow and Support the Laboratory's Research Base			0%		
<b>Overall HEP Total</b>					
<b>Office of Workforce Development for Teachers and Scientists</b>					
2.1 Provide Effective Facility Design(s)			0%		
2.2 Provide for the Effective and Efficient			0%		

<sup>3</sup> A complete listing of S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

Construction of Facilities and/or Fabrication of Components					
2.3 Provide Efficient and Effective Operation of Facilities			0%		
2.4 Effective Utilization of Facility to Grow and Support the Laboratory's Research Base			0%		
<b>Overall AWD System</b>					

**Table 2.1 – 2.0 Program Office Performance Goal Score Development**

Science Program Office	Letter Grade	Numerical Score	Funding Weight (BA)	Weighted Score	Overall Weighted Score
Office of Advanced Scientific Research			0%		
Office of Basic Energy Sciences			94%		
Office of Biological and Environmental Research			0%		
Office of High Energy Physics			6%		
Office of Workforce Development for Teachers and Scientists			0%		
<b>Overall Program Office Totals</b>					

**Table 2.2 Overall Performance Goal Score Development<sup>4</sup>**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 2.3 – 2.0 Goal Final Letter**

<sup>4</sup> Weightings for each Customer listed within Table 2.2 are preliminary, based upon FY 2006 Budget Authority figures, and are provided for informational purposes only. The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY 2007.

### 3.0 Provide Effective and Efficient Science and Technology Program Management

The Contractor provides effective program vision and leadership; strategic planning and development of initiatives; recruits and retains a quality scientific workforce; and provides outstanding research processes, which improve research productivity.

The weight of this Goal is 20%.

The Provide Effective and Efficient Science and Technology Program Management Goal shall measure the Contractor's overall management in executing S&T programs. Dimensions of program management covered include: 1) providing key competencies to support research programs to include key staffing requirements; 2) providing quality research plans that take into account technical risks, identify actions to mitigate risks; and 3) maintaining effective communications with customers to include providing quality responses to customer needs.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, Program Offices as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 3.1).

Weightings for each Customer listed below are preliminary, based upon FY 2007 Budget Authority figures, and are provided here for informational purposes only. The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY 2007.

- Office of Advance Scientific Computing Research (ASCR) 0%
- Office of Basic Energy Sciences (BES) 60%
- Office of Biological and Environmental Research (BER) 1%
- Office of High Energy Sciences (HEP) 39%
- Workforce Development for Teachers and Scientists (WDTS) 0%

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 3.2 below). The overall score earned is then compared to Table 3.3 to determine the overall letter grade for this Goal. Individual Program Office weightings for each of the Objectives identified below are provided within Table 3.1. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science Program Offices for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of BA for FY 2007 as compared to the total BA for those remaining HQ Program Offices.

### 3.1 Provide Effective and Efficient Stewardship of Scientific Capabilities and Program Vision

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by peer reviews, existence and quality of strategic plans as determined by SC and scientific community review, Program Office reviews/oversight, etc.:

Efficiency and Effectiveness of joint planning (e.g., workshops) with outside community;

- Articulation of scientific vision;
- Development of core competencies, ideas for new facilities and research programs; and
- Ability to attract and retain highly qualified staff.

Grade	Performance
A to A+	Providing strong programmatic vision that extends past the laboratory and for which the lab is a recognized leader within SC and in the broader research communities; development and maintenance of outstanding core competencies, including achieving superior scientific excellence in both exploratory, high-risk research and research that is vital to the DOE/SC

	missions: attraction and retention of world-leading scientists; recognition within the community as a world leader in the field.
<b>B+</b>	Coherent programmatic vision within the laboratory with input from and output to external research communities; development and maintenance of strong core competencies that are cognizant of the need for both high-risk research and stewardship for mission-critical research; attracting and retaining scientific staff who are very talented in all programs.
<b>B</b>	Programmatic vision that is only partially coherent and not entirely well connected with external communities; development and maintenance of some, but not all core competencies with attention to, but not always the correct balance between, high-risk and mission-critical research; attraction and retention of scientific staff who talented in most programs.
<b>C</b>	Failure to achieve a coherent programmatic vision with little or no connection with external communities; partial development and maintenance of core competencies (i.e., some are neglected) with imbalance between high-risk and mission-critical research; attracting only mediocre scientists while losing the most talented ones.
<b>D</b>	Minimal attempt to achieve programmatic vision; little ability to develop any core competencies with a complete lack of high-risk research and ignorance of mission-critical areas; minimal success in attracting even reasonably talented scientists.
<b>F</b>	No attempt made to achieve programmatic vision; no demonstrated ability to develop any core competencies with a complete lack of high-risk research and ignorance of mission-critical areas; failure to attract even reasonably talented scientists.

### 3.2 Provide Effective and Efficient Science and Technology Project/Program Planning and Management

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by peer reviews, existence and quality of strategic plans as determined by SC and scientific community review, Program Office and scientific community review/oversight, etc.:

- Quality of R&D and user facility strategic plans;
- Adequacy in considering technical risks;
- Success in identifying/avoiding technical problems;
- Effectiveness in leveraging (synergy with) other areas of research; and
- Demonstration of willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.).

Grade	Performance
<b>A to A+</b>	Research plans are proactive, not reactive, as evidenced by making hard decisions and taking strong actions; plans are robust against budget fluctuations – multiple contingencies planned for; new initiatives are proposed and funded through reallocation of resources from less effective programs; plans are updated regularly to reflect changing scientific and fiscal conditions; plans include ways to reduce risk, duration of programs.
<b>B+</b>	Plans are reviewed by experts outside of lab management and/or include broadly-based input from within the laboratory; research plans exist for all program areas; plans are consistent with known budgets and well-aligned with DOE interests; work follows the plan.
<b>B</b>	Research plans exist for all program areas; work follows the plan.
<b>C</b>	Research plans exist for most program areas; work does not always follow the plan.
<b>D</b>	Plans do not exist for a significant fraction of the lab's program areas, or significant work is conducted outside those plans.
<b>F</b>	No planning is done.

### 3.3 Provide Efficient and Effective Communications and Responsiveness to Customer Needs

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured through Program Office reviews/oversight, etc.:

- The quality, accuracy and timeliness of response to customer requests for information;
- The extent to which the Contractor keeps the customer informed of both positive and negative events at the Laboratory so that the customer can deal effectively with both internal & external constituencies; and
- The ease of determining the appropriate contact (who is on-point for what).

Grade	Performance
A to A+	Communication channels are well-defined and information is effectively conveyed; important or critical information is delivered in real-time; responses to HQ requests for information from laboratory representatives are prompt, thorough, correct and succinct; laboratory representatives <i>always</i> initiate a communication with HQ on emerging issues there are no surprises.
B <sup>+</sup>	Good communication is valued by all staff throughout the contractor organization; responses to requests for information are thorough and are provided in a timely manner; the integrity of the information provided is never in doubt
B	Evidence of good communications is noted throughout the contractor organization and responses to requests for information provide the minimum requirements to meet HQ needs; with the exception of a few minor instances HQ is alerted to emerging issues.
C	Laboratory representatives recognize the value of sound communication with HQ to the mission of the laboratory. However, laboratory management fails to demonstrate that its employees are held accountable for ensuring effective communication and responsiveness; laboratory representatives do not take the initiative to alert HQ to emerging issues.
D	Communications from the laboratory are well-intentioned but generally incompetent; the laboratory management does not understand the importance of effective communication and responsiveness to the mission of the laboratory.
F	Contractor representatives are openly hostile and/or non-responsive – emails and phone calls are consistently ignored; communications typically do not address the request; information provided can be incorrect, inaccurate or fraudulent – information is not organized, is incomplete, or is fabricated.

<b>Science Program Office<sup>5</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Weighted Score</b>	<b>Overall Score</b>
<b>Office of Advanced Scientific Research</b>					
3.1 Effective and Efficient Stewardship			30%		
3.2 Project/Program Planning and Management			40%		
3.3 Communications and Responsiveness			30%		
<b>Overall ASCR Total</b>					
<b>Office of Basic Energy Sciences</b>					
3.1 Effective and Efficient Stewardship			40%		
3.2 Project/Program Planning and Management			30%		
3.3 Communications and Responsiveness			30%		
<b>Overall BER Total</b>					
<b>Office of Biological and Environmental Research</b>					
3.1 Effective and Efficient Stewardship			20%		
3.2 Project/Program Planning and Management			30%		
3.3 Communications and Responsiveness			50%		
<b>Overall BES Total</b>					
<b>Office of High Energy Physics</b>					
3.1 Effective and Efficient Stewardship			40%		
3.2 Project/Program Planning and Management			40%		
3.3 Communications and Responsiveness			20%		
<b>Overall HEP Total</b>					
<b>Office of Workforce Development for Teachers and Scientists</b>					
3.1 Effective and Efficient Stewardship			20%		
3.2 Project/Program Planning and Management			40%		
3.3 Communications and Responsiveness			40%		
<b>Overall WDTS Total</b>					

Table 3.1 – 3.0 Program Office Performance Goal Score Development

<b>Science Program Office</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Funding Weight (BA)</b>	<b>Weighted Score</b>	<b>Overall Weighted Score</b>
<b>Office of Advanced Scientific Research</b>			0%		
<b>Office of Basic Energy Sciences</b>			60%		
<b>Office of Biological and Environmental Research</b>			1%		
<b>Office of High Energy Physics</b>			39%		
<b>Office of Workforce Development for Teachers and Scientists</b>			0%		
<b>Overall Program Office Total</b>					

Table 3.2 – Overall Performance Goal Score Development<sup>6</sup>

<sup>5</sup> A complete listing of the S&T Goals & Objectives weightings for the SC Programs is provided within Attachment I to this plan.

<sup>6</sup> Weightings for each Customer listed within Table 3.1 and Table 3.2 are preliminary, based upon FY 2007 Budget Authority figures, and are provided for informational purposes only. The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual Budget Authority for FY2007.

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
<b>Final Grade</b>	<b>A+</b>	<b>A</b>	<b>A-</b>	<b>B+</b>	<b>B</b>	<b>B-</b>	<b>C+</b>	<b>C</b>	<b>C-</b>	<b>D</b>	<b>F</b>

Table 3.3 – 3.0 Goal Final Letter Grade



## Office of Science Program Office Goal &amp; Objective Weightings

## ATTACHMENT I

SLAC Appraisal Weight Sheet<sup>7</sup>

		ASCR	BES	BER	HEP	WDTS
		Weight	Weight	Weight	Weight	Weight
<b>Goal #1 Mission Accomplishment</b>						
	<b>Goal's weight</b>	<b>80</b>	<b>20</b>	<b>10</b>	<b>40</b>	<b>65</b>
1.1 Impact (significance)		40	50	30	30	25
1.2 Leadership (recognition of S&T accomplishments)		30	20	20	30	30
1.3 Output (productivity) (pass/fail)		15	15	20	30	30
1.4 Delivery (pass/fail)		15	15	30	10	15
<b>Goal #2 Design, Fabrication, Construction and Operation of Facilities</b>						
	<b>Goal's weight</b>	<b>0</b>	<b>60</b>	<b>65</b>	<b>40</b>	<b>0</b>
2.1 Design of Facility (the initiation phase and the finition phase, i.e. activities leading up to CD-2)		0	10	0	20	0
2.2 Construction of Facility/Fabrication of Components (execution phase, Post CD-2 to CD-4)		0	60	0	0	0
2.3 Operation of Facility		0	20	90	80	0
2.4 Utilization of Facility to Grow and Support Lab's Research Base		0	10	10	0	0
<b>Goal #3 Program Management</b>						
	<b>Goal's weight</b>	<b>20</b>	<b>20</b>	<b>25</b>	<b>20</b>	<b>35</b>
3.1 Stewardship of Scientific Capabilities and Programmatic Vision		30	40	20	40	20
3.2 Program Planning and Management		40	30	30	40	40
3.3 Program Management-Communication & Responsiveness (to HQ)		30	30	50	20	40

<sup>7</sup>Final Goal and Objective weightings will be incorporated, as appropriate, once they are determined by each SC Program Office and provided to SSO.

#### **4.0 Provide Sound and Competent Leadership and Stewardship of the Laboratory**

**The Contractor's Leadership provides effective and efficient direction in strategic planning to meet the mission and vision of the overall Laboratory; is accountable and responsive to specific issues and needs when required; and corporate office leadership provides appropriate levels of resources and support for the overall success of the Laboratory.**

The weight of this Goal is 20%.

The "Provide Sound and Competent Leadership and Stewardship of the Laboratory" Goal shall measure the Contractor's Leadership capabilities in leading the direction of the overall Laboratory. It also measures the responsiveness of the Contractor to issues and opportunities for continuous improvement and corporate office involvement/commitment to the overall success of the Laboratory.

Each Objective within this Goal is to be assigned the appropriate numerical score by the evaluating office as described within Section I of this document. Each Objective has one or more performance measures, the outcomes of which collectively assist the evaluating office in determining the Contractor's overall performance in meeting that Objective. Each of the performance measures identifies significant tasks, activities, requirements, accomplishments, and/or milestones for which the outcomes/results of are important to the success of the corresponding Objective. Although other performance information available to the evaluating office from other sources may be used, the outcomes of performance measures identified for each Objective shall be the primary means of determining the Contractor's success in meeting an Objective. The overall Goal score is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 4.1 at the end of this section). The overall score earned is then compared to Table 4.2 to determine the overall Goal letter grade.

#### **4.1 Provide a Distinctive Vision for the Laboratory and an Effective Plan for Accomplishment of the Vision to Include Strong Partnerships Required to Carry Out those Plans**

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- Quality of the Vision developed for the Laboratory and effectiveness in identifying its distinctive characteristics;
- Quality of Strategic/Work Plan for achieving the approved Laboratory vision;
- Quality of required Laboratory Business Plan;
- Ability to establish and maintain long-term partnerships/relationships that advance/expand ongoing Laboratory missions and/or provide new opportunities/capabilities; and
- Effectiveness in developing and implementing commercial research and development opportunities that leverage accomplishment of DOE goals and projects with other federal agencies that advances the utilization of Laboratory technologies and capabilities.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 35%.

- 4.1.1 Effectiveness in meeting required milestones in the development and/or update of the Laboratory Vision and Strategic/Work Plan.
- 4.1.2 The Laboratory Vision provides a clear understanding of the distinctive characteristics of the Laboratory.
- 4.1.3 The Laboratory Business Plan provides all required data in a clear and concise manner and is completed within established guidelines and schedules.
- 4.1.4 Strategic partnerships are developed that demonstrate the Laboratory's leadership, support the leveraging of DOE resources, and support collaborative programs with other DOE laboratories and industry groups.

#### 4.1.5 The Laboratory will achieve coherence with Office of Science communications goals.

Target 4.1.5.1 B+ = The Lab Communications Office will review its communications policies and procedures to assure they meet the Contracting Officer's procedures and guidelines for meeting requirements laid out in Contract Clause I.072, which implements DEAR 952.204-75 Public Affairs (Dec 2000).

Target 4.1.5.2 B+ = The Laboratory Communications Office, in concert with Lab and DOE management, will analyze its relationship with the surrounding community and determine any necessary steps to enhance that relationship.

Target 4.1.5.3 B+ = The Laboratory develops a Communications Plan in conjunction with the DOE Site Office within the first Quarter of the FY 2007 Performance Period which identifies actions to be completed during the remainder of the performance period.

Target 4.1.5.4 B+ = As stated in the DOE-approved Communications Plan, the Laboratory will meet all required communications actions and milestones identified for completion during the performance period. Should circumstances preclude meeting the milestones in a timely manner, the Laboratory will work with the Site Office to negotiate mutually agreed upon schedule revisions at least 30 days before the initial milestone date.

#### 4.1.6 The Laboratory will provide and adhere to detailed roadmaps supporting the Laboratory's shift in primary sponsorship from HEP to BES.

Target 4.1.6.1 B+ = Facility Space Plan showing shift of available office space from HEP to BES in accordance with the program growth

Target 4.1.6.2 B+ = Detailed staff "migration plan" demonstrating the reduction in HEP resources commensurate to decommissioning of science installations, with transition of resources to BES activity where appropriate and to HEP where new projects are authorized

Target 4.1.6.3 B+ = Detailed bottoms up budget analysis reflecting forecast to actuals for BES and HEP, and reflecting the shift in spending driven by changes in program activity over the course of FY07.

### 4.2 Provide for Responsive and Accountable Leadership throughout the Organization

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- Leadership to include Corporate Office Leadership's ability to instill responsibility and accountability down and through the entire organization; and
- The effectiveness and efficiency of Leadership, to include Corporate Office Leadership, in identifying and/or responding to Laboratory issues or opportunities for continuous improvement.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 35%.

#### 4.2.1 Level of Leadership responding to Laboratory issues is commensurate with the issues' level of severity.

Target 4.2.1.1 B+ = Senior leadership at the laboratory is actively engaged in problem identification and development of mitigation strategies as well as capture of lessons learned. Positive reporting of results is provided to DOE at regular intervals and audit trails are maintained.

4.2.2 The Contractor's Leadership response to Laboratory issues was timely and immediate; mitigating actions were identified and implemented as appropriate.

Target 4.2.2.1 B+ = The SLAC Leadership team ensures the site office receives immediate notification regarding Safety and Security incidents of consequence, in no case later than two hours after the incident occurs. Updated status provided at regular intervals and a closeout status including root cause analysis is delivered.

4.2.3 Leadership maintains cognizance of corrective action plans and insures their timely closure.

Target 4.2.3.1 B+ = Leadership audits corrective action plan open and closed items regularly and ensures disposition is adequate, that the responses address the concerns accurately and completely with the appropriate level of quality. SLAC provides read-only access to the Site Office on request so that periodic quality audits can be performed.

#### 4.3 Provide Efficient and Effective Corporate Office Support as Appropriate

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- Corporate Office involvement in and support of business and other infrastructure process and procedure improvements;
- The willingness to enter into and effectiveness of joint appointments when appropriate; and
- Where appropriate, the willingness to develop and work with the Department in implementing innovative financing agreements and/or provide private investments into the Laboratory.

The overall effectiveness/performance of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 30%.

4.3.1 Level of Corporate Leadership involvement in reviewing and establishing risk limits for Laboratory operations.

Target 4.3.1.1 B+ = The SLAC Leadership team provides routine oversight and engages in activities associated with Emergency Preparedness, Safety and Security. Risk Assessment requirements identified by DOE are completed on time.

4.3.2 Level of Corporate Leadership involvement in assessing management approaches and systems utilized at the Laboratory to ensure they are comprehensive and sufficient to address significant risks attendant to Laboratory operations and strategic mission accomplishment.

Target 4.3.2.1 B+ = Laboratory management applies continuous improvement techniques in assessing the business and logistics systems and business processes utilized by the laboratory, pursuing tactical solutions and identifying strategic deliverables that will enhance the existing tools or provide upgrade paths to better meet the SC mission.

4.3.3 Level and comprehensiveness of Corporate Leadership assessments of the implementation of management systems and approaches to ensure they are working as intended and are effective in controlling the risks attendant to Laboratory operations and mission accomplishment within acceptable risks.

Target 4.3.3.1 B+ = Laboratory provides lifecycle management oversight and does self assessments as required by DOE and the Laboratory Quality Assurance office guidance.

4.3.4 Level of Corporate Leadership involvement in development of corrective actions for identified issues or deficiencies at the Laboratory; involvement in reviewing progress in implementing corrective action plans; and the effectiveness of the corrections as implemented.

Target 4.3.4.1 B+ = The Laboratory Quality Assurance office or Chief Operating Officer (COO) oversee the development of corrective action plans that properly target areas in need of improvement and provide fixed timeframes for completion of corrective actions. Any schedule deviations are negotiated with the QA Lab Executive and the Lab COO and executive briefings are presented to the Site Office at periodic intervals so there are no surprises. Further, the COO or the designee will be accountable for the quality of execution pertaining to the corrective action(s).

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>4.0 Effectiveness and Efficiency of Contractor Leadership and Stewardship</b>					
4.1 Provide a Distinctive Vision for the Laboratory and an Effective Plan for Accomplishment of the Vision to Include Strong Partnerships Required to Carry Out those Plans			35%		
4.2 Provide for Responsive and Accountable Leadership throughout the Organization			35%		
4.3 Provide Efficient and Effective Corporate Office Support as Appropriate			30%		
<b>Performance Goal 4.0 Total</b>					

Table 4.1- 4.0 Goal Performance Rating Development

<b>Total Score</b>	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

Table 4.2 – 4.0 Goal Final Letter Grade

## 5.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection

The Contractor sustains and enhances the effectiveness of integrated safety, health and environmental protection through a strong and well deployed system.

The weight of this Goal is [DMW1]25%.

The Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection Goal shall measure the Contractor's overall success in preventing worker injury and illness and achieving the Office of Science safety goals; implementing a robust and effective environmental protection program; effectively implementing the SLAC Integrated Safety and Environmental Management System down, through and across the SLAC organization and its contractors and sub-tier subcontractors; and providing effective and efficient waste management, minimization, and pollution prevention.

SLAC is expected to effectively and efficiently manage and operate the Laboratory through best-in-class management practices designed to enable research while assuring the protection and proper maintenance of DOE research and information assets, and protecting the health and safety of workers, the public and the environment. SLAC is expected to manage and operate the Laboratory so as to ensure compliance with all applicable federal, state, local laws and regulations, DOE directives, SLAC policies and requirements and other standards and requirements imposed by the contract. SLAC is expected to effectively implement safety and environmental management systems in all work processes. SLAC is also expected to conduct an ongoing and robust self-assessment program to ensure continuous improvement in safety and environmental management systems and work processes and to achieve and maintain excellence in safety and environmental performance. The safety and environmental performance of the Laboratory related to the mobilization and start of two major Office of Science construction projects at the site, Linac Coherent Light Source (LCLS) and Safety & Operational Reliability Improvements (S&ORI), will be of paramount importance through out all of FY07. SLAC will continue to maintain a goal of zero lost time injuries on construction sites, which will have a major bearing on the Laboratory's performance evaluation.

The performance goal, objectives, and measures are fundamentally linked to the seven Guiding Principles and five Core Functions of Integrated Safety Management System (ISMS) and the specific DOE/Stanford University contract provisions that require SLAC to integrate environment, safety and health into work planning and execution at all levels.

Each Objective within this Goal is to be assigned the appropriate numerical score by the evaluating office as described within Section I of this document. Each Objective has one or more performance measures, the outcomes of which collectively assist the evaluating office in determining the Contractor's overall performance in meeting that Objective. Each of the performance measures identifies significant tasks, activities, requirements, accomplishments, and/or milestones for which the outcomes/results of are important to the success of the corresponding Objective. Although other performance information available to the evaluating office from other sources may be used, the outcomes of performance measures identified for each Objective shall be the primary means of determining the Contractor's success in meeting an Objective. The overall Goal score is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 5.1 at the end of this section). The overall score earned is then compared to Table 5.2 to determine the overall Goal letter grade.

### 5.1 Provide a Work Environment that Protects Worker Safety, Health and the Environment

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- The success in meeting ES&H goals.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not

otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. For the purposes of Level 3 measures 5.1 and 5.1b, "Meeting expectations" is equivalent to meeting the quantitative goals specified by the Office of Science for TRC and DART rates in FY07. The weight of this Objective is 30%.

5.1.1 The Contractor's progress in meeting the Office of Science FY07 safety goal for days away, restricted or transferred (DART) case rate.

Target 5.1.1.1 B+ = The DART rate for FY07 is equal to the SC safety goal of 0.25 and SLAC has no Type A or Type B accidents.

5.1.2 The Contractor's progress in meeting the Office of Science FY07 safety goal for total reportable case (TRC) rate.

Target 5.1.2.1 B+ = The TRC rate for FY07 is equal to the SC safety goal of 0.65 and SLAC has no Type A or B accidents.

5.1.3 The number of reportable occurrences of release(s) to the environment

Target 5.1.3.1 B+ = There are no reportable occurrences of releases) to the environment.

5.1.4 The number of instances of uncontrolled spread of radioactive contamination meeting the criteria of DOE M 231.1-2

Target 5.1.4.1 B+ = There are no instances of uncontrolled spread of radioactive contamination per DOE M 232.1-1A.

5.1.5 Timely identification of ES&H non-compliances and implementation of corrective actions.

Target 5.1.5.1 B+ = There are no overdue corrective action issues and non-compliances are reported timely per DOE reporting criteria.

5.1.6 Timely corrective action follow-up and closure tracking mechanisms. This includes timely notification to the DOE/SSO on safety ES&H corrective actions.

Target 5.1.6.1 B+ = Timely corrective action follow-up and closure for safety ES&H items

5.1.7 The Contractor shall conduct a comprehensive review of their Industrial Hygiene (IH) Program by the third quarter of FY07

Target 5.1.7.1 B+ = IH self-assessment program review conducted by 3<sup>rd</sup> quarter of FY07.

## 5.2 Provide Efficient and Effective Implementation of Integrated Safety, Health and Environment Management

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- The commitment of leadership to effective implementation of Integrated Safety Management and strong ES&H performance is appropriately demonstrated;
- The maintenance and appropriate utilization of hazard identification, prevention, and control processes/activities; and
- The identification of hazards and appropriate hazard controls is effectively implemented during the work planning process and prior to formal authorization of work activities.
- Staff, line managers, and contractors have received appropriate safety training and possess demonstrated skills, knowledge, and abilities prior to commencement of work activities.
- Hazards and ES&H non-compliances area identified, tracked in a consolidated site-wide database and corrected in a timely manner.

- A lessons learned program plan has been developed and approved, with initial implementation in the preconstruction and construction areas.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below, but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 50%.

- 5.2.1 Safety and environmental training and other competence requirements for staff, line managers, and SLAC contractors are fully identified, implemented, and formally tracked in a timely manner.

Target 5.2.1.1 B+ = Mandatory and supervisor-required ES&H training requirements are completed to a level of 93% per the SLAC Training Database Metrics Reporting System.

- 5.2.2 Safety management systems are developed and implemented that enhance the process for work planning, identifying hazards, and ensuring that controls and formal written procedures are in place prior to authorizing and conducting work, including construction activities.

Target 5.2.2.1 B+ = Corrective actions resulting from ISM reviews, validations and assessments are completed in a timely manner or have DOE approval for plan to complete during FY07.

- 5.2.3 Line management is ensuring that work is formally authorized by line management and work activities are adequately and routinely monitored for compliance with ES&H requirements.

Target 5.2.3.1 B+ = There are no documented incidents of unauthorized work during FY07.

- 5.2.4 Staff and line managers fully understand and implement the seven Guiding Principles and five Core Functions of ISMS and the ISO 14001 elements of EMS.

Target 5.2.4.1 B+ = ISMS reviews performed in FY07 do not identify significant concerns or findings related to staff and line management understanding of ISMS and the ISO 14001 elements of EMS.

- 5.2.5 Contractor shall provide ES&H trending analysis as it relates to injuries, illness, and safety events in an effort to provide a causal analysis and proactive identification of any systemic safety or programmatic gaps or weaknesses.

Target 5.2.5.1 B+ = Quarterly report on trending is provided as related to safety occurrences.

- 5.2.6 Contractor shall conduct a comprehensive review of their lessons learned program, based on internal data and external data across the DOE Office of Science (SC) Complex. DOE Corporate Lessons Learned Program may be used as a guide (Ref. DOE-STD-7501-99, latest revision). The lessons learned program review shall include a comprehensive focus in the area of construction safety, including preconstruction planning.

Target 5.2.6.1 B+ = Comprehensive self-assessment program review of lessons learned program conducted and results submitted to DOE/SSO.

### 5.3 Provide Efficient and Effective Waste Management, Minimization, and Pollution Prevention

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- Significant progress on implementation of SLAC Chemical Management Services (CMS) project in reducing chemical inventories and improving ES&H data management.
- Increased efficiency and effectiveness of efforts to minimize the generation of sanitary and hazardous waste and low-level radioactive waste and enhance site-wide recycling.



- Improvements in implementation and performance of SLAC Environmental Management System (e.g., pollution prevention opportunity assessments, EMS training)

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below, but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 20%.

5.3.1 Significant increase in post-consumer recycling of non-hazardous waste.

Target 5.3.1.1 B+ = SLAC recycles 56% of non-hazardous waste.

5.3.2 Success in minimizing waste generation (low-level, hazardous)

Target 5.3.2.1 B+ = Based on FY06 baseline, SLAC evaluates waste reduction opportunities for low-level waste generation from routine operations and provides recommendations to DOE.

Target 5.3.2.2 B+ = SLAC develops a radioactive waste generator training course which emphasizes reduction, reuse, and recycling.

Training course content and presentation format is completed and approved by SLAC by May 1, 2007.

Training course draft implementation plan is completed and submitted to DOE/SSO by May 1, 2007.

Training course pilot is completed and comments received by August 1, 2007.

Course revisions and final implementation plan are completed and submitted to DOE/SSO by September 1, 2007.

Target 5.3.2.3 B+ = SLAC reduces by 72% (by weight) the generation of hazardous waste from routine operations by the end of FY07 relative to the 1993 baseline.

5.3.3 Significant reduction is achieved on-site toxic chemical inventories and marked improvements demonstrated in life cycle tracking and chemical management through implementation of the recently implemented SLAC Chemical Management Services (CMS) project.

Target 5.3.3.1 B+ = SLAC completes an assessment of the implementation and performance of the recently implemented SLAC Chemical Management Services (CMS) project. The assessment must demonstrate progress on reducing on-site chemical inventories and costs and implementation of improvements in ES&H data management (e.g., MSDS management, chemical mapping, life cycle tracking), ES&H reporting and other chemical risk reduction activities in FY07.

5.3.4 Establishment of pollution prevention (P2) and environmental stewardship objectives and measurable targets in site Environmental Management System (e.g., P2 assessments, waste reduction, environmentally preferable purchasing).

Target 5.3.4.1 B+ = SLAC reviews and updates in FY07 the objectives and measurable targets for pollution prevention and environmental stewardship in the site EMS.

5.3.5 Establish operational assessments (OAs) such as pollution prevention opportunity assessments (PPOAs) as measurable targets in the site EMS.

Target 5.3.5.1 B+ = SLAC completes five (5) PPOAs in FY07. The PPOAs must include at least one PPOA in each of the five (5) pollution prevention and sustainable stewardship goals identified in Attachment

3 of DOE Order 450.1, Chg. 2, "Environmental Protection Program." Alternatively, and with adequate justification, SLAC may propose for prior DOE/SSO approval, five (5) PPOAs covering fewer than the five (5) goals identified in Attachment 3 of DOE O 450.1, Chg. 2.

5.3.6 Environmental Management System (EMS) Awareness training is incorporated as mandatory training into the SLAC Training Assessment (STA).

Target 5.3.6.1 B+ = SLAC provides report to DOE/SSO on percentage completion of EMS Awareness Training.

5.3.7 SLAC will develop an inventory management system for all scrap metals on-site that are currently subject to the DOE suspension on the recycling of scrap metals from radiological areas. The inventory report will be submitted to the SSO by the end of the 3rd quarter of FY07 and specifically identify storage locations and quantities of scrap metals subject to the DOE suspension.

Target 5.3.7.1 B+ = The scrap metal inventory is developed and submitted to DOE/SSO by the end of the 3rd quarter of FY07.

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>5.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection</b>					
5.1 Provide a Work Environment that Protects Workers and the Environment			30%		
5.2 Provide Efficient and Effective Implementation of Integrated Safety, Health and Environment Management			50%		
5.3 Provide Efficient and Effective Waste Management, Minimization, and Pollution Prevention			20%		
<b>Performance Goal 5.0 Total</b>					

Table 5.1 – 5.0 Goal Performance Rating Development

<b>Total Score</b>	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

Table 5.2 – 5.0 Goal Final Letter Grade

## 6.0 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)

The Contractor sustains and enhances core business systems that provide efficient and effective support to Laboratory programs and its mission(s).

The weight of this Goal is 20%.

Provide Business Systems that Efficiently and Effectively Support the Overall Mission of the Laboratory Goal shall measure the Contractor's overall success in deploying, implementing, and improving integrated business system that efficiently and effectively support the mission(s) of the Laboratory.

Each Objective within this Goal is to be assigned the appropriate numerical score by the evaluating office as described within Section I of this document. Each Objective has one or more performance measures, the outcomes of which collectively assist the evaluating office in determining the Contractor's overall performance in meeting that Objective. Each of the performance measures identifies significant tasks, activities, requirements, accomplishments, and/or milestones for which the outcomes/results are important to the success of the corresponding Objective. The target identified for each performance measure, if achieved, will receive a rating of B+ (Meets Expectations). Although other performance information available to the evaluating office from other sources may be used, the outcomes of performance measures identified for each Objective shall be the primary means of determining the Contractor's success in meeting an Objective. The overall Goal score is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 6.1 at the end of this section). The overall score earned is then compared to Table 6.2 to determine the overall Goal letter grade.

### 6.1 Provide an Efficient, Effective and Responsive Financial Management System(s)

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below, but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 20%.

In measuring the performance of this Objective, the DOE evaluator(s) shall consider the following:

- SLAC financial management systems' effectiveness as validated by internal and external audits and reviews;
- SLAC's continual improvement of their financial management system through self-assessments;
- SLAC's financial management system process performance expectations for timely, accurate, and complete financial reporting;
- SLAC's effective budget management and execution; and
- SLAC's effective management of direct and indirect costs

#### 6.1.1 The effectiveness of the Financial Management System as validated by internal and external audits and reviews.

Demonstration of an effective financial management system through a reliance on the work of others requires verifiable documentation from external reviews by the Inspector General (IG), Government Accountability Office (GAO), or other external audit/review organization. The review results must state that the Laboratory's financial management system has been evaluated, and has received a positive result, with no notable areas of diminished performance identified.

Target 6.1.1.1 B+ = Results of Internal and External Audits. To meet the target level of performance audits conducted on SLAC's implementation of OMB Circular A-123, by organizations such as Stanford University (SU) Internal Audit Department (SIAD), DOE, DOE-IG, the GAO, and other external organizations, the outcomes must demonstrate adequate SLAC control over unallowable costs.

- 6.1.2 Financial Management System Continual Improvements. The continual improvement of the Laboratory's Financial Management System is based on audit and review results; the evaluation of A-123 internal controls at the Entity, Process, and the Transaction Levels; self-assessments/internal performance measures including appropriate staff training, and other information.

Target 6.1.2.1 B+ = Financial System Self-Assessment. Semi-Annually, the SLAC CFO reports on improvements to SLAC's financial system resulting from self assessment process or recommendations from internal and external reviewers. This would also include actions taken to address issues in the management system identified during normal operations.

- 6.1.3 Financial Management System Performance Expectations. This measure addresses the execution of the fiscal year budget and other financial reporting requirements for programs funded through the Department. This includes ensuring costs and commitments are properly reported and within DOE-authorized funding levels; the proper management of uncosted balances; and that the Work-For-Others (WFO) and Reimbursable WFO costs are managed within DOE requirements and guidelines.

Target 6.1.3.1 B+ = Financial Management System Process Expectations. Examples of Financial Management System processes meeting expectations:

- Timely transmittal of month-end and year-end closings.
- Timely A-123 milestone completions and output product/results.
- Timely submission of all DOE required financial reports.

- 6.1.4 Effective Budget Management and Execution. The DOE Chief Financial Officer (CFO) provides annual guidance for Budget Formulation for all programs, including formats and submission schedules. Some DOE programs may issue separate, additional guidance. The Laboratory will ensure quality budget submissions by accurate formulation, effective budget execution, and timely submission of required documents. The annual budget validation must report no significant findings. Employee and Management awareness of financial management processes and procedures as displayed by the Contractor establishment and performance of a Senior Assessment Team.

Target 6.1.4.1 Budget Submissions: Timeliness, Format and Validation. The Laboratory will ensure that their supportable budget submissions/ Field Work Proposals (FWPs) follow format, include all data requested, incorporate DOE budget validation, and are submitted timely, i.e., meeting DOE due dates. In addition, the subsequent annual budget validation must report no significant findings.

- 6.1.5 Effective management of costs (direct and indirect). The success of the Contractor's management and reporting of Indirect costs will be measured by an evaluation of the Contractor's Direct-to-Indirect Ratio costs (1) as measured by Direct/Indirect cost calculations; and (2) the presentation of a semi-annual analysis to the site office.

Target 6.1.5.1 B+ = Direct/Indirect Cost Reporting. SLAC has historically maintained an approximate 80/20 ratio of Direct to Indirect costs. Continuation of this existing ratio, with adjustments for budget or expenditure changes and development such as the LCLS construction project.

To meet the target level of performance for SLAC's success in management and reporting of Direct/Indirect costs, SLAC must provide verifiable documentation that Indirect cost and rate data has been collected and applied in accordance with any recommendations of the IG, GAO, DOE, or other independent review organization, etc.; and that the Indirect Rate data and performance has been evaluated by SLAC's top management. This semi-annual presentation should include, at a minimum, the following data:

- A generation of funding sources and cost projections.
- Related variance analyses.

## 6.2 Provide an Efficient, Effective, and Responsive Acquisition and Property Management System(s)

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- The continued certification of the procurement and property systems.
- Demonstration of efficient and effective acquisition and property management system(s) support.
- The effectiveness of the acquisition and property management system(s) as validated by internal and external audits and reviews.
- The continued improvement of acquisition and property management system(s) through the use of the results of audits, review, corrective action plans, and other information.
- The degree of knowledge and appropriate utilization of established system processes/procedures by management and staff.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 40%.

- 6.2.1 Demonstrate effective acquisition and property management systems through external reviews, surveys, and inspection as necessary or required.
- 6.2.2 Perform Procurement Balanced Scorecard evaluation in accordance with the FY2007 Balanced Scorecard Plan and successfully meet the at least 90% of the BSC targets.
- 6.2.3 Perform Property Balanced Scorecard evaluation in accordance with the FY 2007 Balanced Scorecard Plan and successfully meet at least 90% of the BSC targets.

## 6.3 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- Demonstration of efficient and effective human resources management system support;
- The effectiveness of the human resources management system as validated by internal and external audits and reviews;
- The continual improvement of the human resources management system through the use of results of audits, review, and other information; and
- The degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff.

The overall performance of the following set of performance measures shall be utilized as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of the Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 20%.

- 6.3.1 Effectiveness of HR systems/processes/services as validated through the use of a customer service survey.

Target 6.3.1.1 B+ = Overall customer feedback is between 2 and 2.5 on a five-point scale, or Action plans are implemented and measurable progress/action taken.

The customer survey tool used by SLAC's Human Resources Department measures feedback on a scale of 1 to 5, with 1 being outstanding and 5 the unsatisfactory level. A score of between 2 and 2.5 was identified as appropriate for the B+ level because a score of less than 2 (1-1.9) would be at the A level.

- 6.3.2 Continuous improvement of HR systems/processes through annual self assessment.

Target 6.3.2.1 B+ = One or two major systems/process are reviewed annually. Analysis against baseline data demonstrates clear improvement, or System/Process is streamlined, enhanced or eliminated.

6.3.3 Success in attraction/retention of highly qualified employees.

Target 6.3.3.1 B+ = In-hire compensation package assures 85% acceptance rate. (2) SLAC turnover (i.e., departure of any benefits eligible employee from SLAC for any reason) is lower than Stanford University by between 15% and 24%. (3) SLAC turnover rate for PhD physicists and engineers is between 5% and 9%.

6.3.4 Increase diversity in the workforce through participation of minorities and women in feeder programs. Such feeder programs would serve students at various educational levels including post-high school (Youth Opportunity Program), two year training institutions (Work Study Program), four year colleges (Science Internship Program), and graduate level.(Graduate Engineering for Minorities).

Target 6.3.4.1 B+ = Increase in diversity within each of the feeder programs and an increase in participation by technical employees in hosting minorities and female students in their respective departments.

6.3.5 Build scientific diversity through collaborative partnerships with Historically Black Colleges and Institutions serving minorities and women. For example, a faculty member from a Historically Black College is invited to SLAC by a faculty member from Stanford University to work on a collaborative project. This experience enables the faculty member to return to his/her College or Institution with a much more state-of-the-art understanding of what is happening in the physics field and to share this understanding with their respective students. More importantly, this experience provides the sending institution ongoing access to the field of physics and the faculty members at Stanford University, which is very important for future discussion and relationships between the two institutions and which further enhances minority and female student opportunities at SLAC.

Target 6.3.5.1 B+ = Slots allocated to Historically Black Colleges and Institutions annually to maintain ongoing relationships between SLAC and HBCI.

**6.4 Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; and Other Administrative Support Services as Appropriate**

Determination of the Contractor's provision of an efficient, effective, and responsive financial management system (s) for internal controls will be based upon the implementation of the DOE directions, guidelines, and recommendations for OMB Circular A-123; and the reliance on the work of others to accomplish overall assessments of the design and operation of internal controls in the determination of the financial management system(s) effectiveness for financial reporting. The weight of this objective is 20%.

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- The effectiveness of SLAC's internal controls and audit oversight management systems as validated by internal control/audit findings, implemented recommendations, continual improvement assessments, and third party oversight.

6.4.1 Internal Control and Audit Findings. The Laboratory will provide for effective financial internal controls; develop and implement a tracking system to effectively monitor audit findings and/or recommendations to ensure timely and effective resolution or appropriate corrective action is accomplished; and/or any other subsequent follow-up on external and internal review group findings. Any findings' corrective actions are prioritized to achieve timely resolution.

Target 6.4.1.1 B+ = Implementation of an audit review/findings tracking system; and accomplishment of timely audit resolution, corrective action, and subsequent follow-up for review group findings.

6.4.2 **Assessment of Continual Improvement.** The Laboratory will demonstrate efficient and effective business management systems, resulting from audit/assessment/benchmarking that drives continual improvement as appropriate.

Target 6.4.2.1 B+ = Third Party Review of Internal Controls and Oversight. SLAC will evaluate the results, based on a Third Party review of internal controls and oversight, and develop improvements where appropriate while monitoring performance. This target will measure progress toward implementation of actions.

**6.5 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets**

The weight of this Objective is 0% as technology transfer is not a large enough activity at SLAC to be weighted.



Performance Goal	Objective	Numerical Score	Objective Weight	Total Points	Total Points
<b>6.0 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)</b>					
6.1 Provide an Efficient, Effective, and Responsive Financial Management System(s)			20%		
6.2 Provide an Efficient, Effective, and Responsive Acquisition and Property Management System(s)			40%		
6.3 Provide an Efficient, Effective, and Responsive Human Resources Management System			20%		
6.4 Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; and Other Administrative Support Services as Appropriate			20%		
6.5 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets			0%		
<b>Performance Goal Total</b>					

Table 6.1 – 6.0 Goal Performance Rating Development

<b>Total Score</b>	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

Table 6.2 – 6.0 Goal Final Letter Grade

## **7.0 Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to meet Laboratory Needs**

**The Contractor provides appropriate planning for, construction and management of Laboratory facilities and infrastructures required to efficiently and effectively carry out current and future S&T programs.**

The weight of this Goal is 15%.

The sustained excellence in operating, maintaining, and renewing the Facility and Infrastructure Portfolio to meet Laboratory needs shall measure the overall effectiveness and performance of the Contractor in planning for, delivering, and operations of Laboratory facilities and equipment needed to ensure required capabilities are present to meet today's and tomorrow's complex challenges.

Each Objective within this Goal is to be assigned the appropriate numerical score by the evaluating office as described within Section I of this document. Each Objective has one or more performance measures, the outcomes of which collectively assist the evaluating office in determining the Contractor's overall performance in meeting that Objective. Each of the performance measures identifies significant tasks, activities, requirements, accomplishments, and/or milestones for which the outcomes/results are important to the success of the corresponding Objective. DOE and SLAC will identify and agree to annual milestones/activities for performance measures by November 2007. Higher or lower ratings will be determined as a percentage above or below the Meets Expectations rating level. Although other performance information available to the evaluating office from other sources may be used, the outcomes of performance measures identified for each Objective shall be the primary means of determining the Contractor's success in meeting an Objective. The overall Goal score is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 7.1 at the end of this section). The overall score earned is then compared to Table 7.2 to determine the overall Goal letter grade.

### **7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage and Minimizes Life Cycle Costs**

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- The management of real property assets to maintain effective operational safety, worker health, environmental protection and compliance, property preservation, and cost effectiveness while meeting program missions, through effective facility utilization, maintenance and budget execution; and
- The maintenance and renewal of building systems, structures and components associated with the Laboratory's facility and land assets.
- The management of energy use and conservation practices.
- The contractor makes progress toward completing the environment restoration project through strong project management and an effective closure strategy.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 50%.

7.1.1 Achieve the Office of Science Maintenance Investment Index (MII) goal of 2.0% for non-waiver assets.

Target 7.1.1.1 B+ = SLAC achieves the Office of Science MII goal of 2.0% in FY07.

7.1.2 Effective reduction of Deferred Maintenance (DM).

Target 7.1.2.1 B+ = SLAC meets DM reduction goal as stated in the Ten Year Site Plan for FY07.

### 7.1.3 Efficient completion of scheduled preventive maintenance activities for conventional facilities.

Target 7.1.3.1 B+ = SLAC completes 100% of planned preventive maintenance within 30 days.

### 7.1.4 Effective execution of annual goals within the Energy Performance Management Agreement.

Target 7.1.4.1 B+ = SLAC accomplishes 100% of annual goals identified and agreed to by DOE and SLAC.

### 7.1.5 Provide Efficient, and Effective Implementation of Project Management (Relates to 2.1).

Target 7.1.5.1 B+ = SLAC successfully implemented DOE O 413.3A, Program & Project Management for the Acquisition of Capital Assets. The overall performance of the following set of performance measures shall be utilized by evaluator as the primary measure of the Contractor's success in meeting this measure.

- SLAC has developed a Performance Measurement Baseline.
- SLAC has implemented and self-certified their Performance Management System that meets ANSI/EIA-748-A-1998.
- SLAC is maintaining a resource loaded critical path and a project master schedule.
- SLAC has implemented a risk management plan.
- SLAC has implemented a project management plan.

The evaluation of this measure may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified above but that provide evidence to the effectiveness/performance of the Contractor in meeting this measure.

### 7.1.6 Make Substantial Progress in Completing the Project (Relates to 2.2).

Target 7.1.6.1 B+ = Reasonable progress is being made in relations to the amount of funding that is provided to SLAC. The overall performance of the following set of performance measures shall be utilized by evaluator as the primary measure of the Contractor's success in meeting this measure.

- The completion of designs for treatment systems at the Plating Shop and Former Solvent Underground Storage Tank areas.
- Construction of the FSUST Dual Phase Extraction (DPE) system is at least 80% complete and the construction of the Plating Shop DPE has commenced.
- Contaminated soil from seven Investigation/Misc. Soil Areas (EBR Table 4-3) has been removed, disposed, and all confirmation sampling completed.
- Issue the Feasibility Study for the Groundwater VOC Operable Unit.
- Obtain and present sufficient data to allow the Core Team to make decisions on whether Investigation Areas and Misc. Soil Sites are either No Further Action or require Removal or Remedial Action.

The evaluation of this measure may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified above but that provide evidence to the effectiveness/performance of the Contractor in meeting this measure.

## 7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to support Future Laboratory Programs

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- Integration and alignment of the Ten Year Site Plan to the Laboratory's comprehensive strategic plan;
- The facility planning, forecasting, and acquisition for effective translation of business needs into comprehensive and integrated facility site plans;
- The effectiveness in producing quality site and facility planning documents as required;
- The involvement of relevant stakeholders in all appropriate aspects of facility planning and preparation of required documentation;

- Overall responsiveness to customer mission needs; and
- Efficiency in meeting cost and schedule performance indices for facility construction projects.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 50%.

7.2.1 Effective integrated planning for the acquisition, utilization, maintenance, infrastructure recapitalization and disposition of real property.

Target 7.2.1.1 B+ = SLAC completes 100% of integrated planning milestones identified and agreed to by DOE and SLAC in the areas of deferred maintenance, maintenance plan, FIMS and Rehab and Improvement Cost. Prior year carryover shall be 100% costed in the following year. The Infrastructure Recapitalization program consist of small capital projects and may include:

- Strategic Laboratory Projects (SLI)
- General Planned Projects (GPP)
- Energy Efficiency projects
- Other small capitalized projects

7.2.2 Effective execution of the Safety and Operational Reliability Improvement (SORI) project.

Target 7.2.2.1 B+ = SLAC executes the SORI project within 5% of target for cost and schedule (Cost and schedule performance indices is within -5% or positive variance).

7.2.3 Effective execution of facility and infrastructure projects greater than \$250K.

Target 7.2.3.1 B+ = SLAC executes facility and infrastructure project (General Plant and Operating projects) within 5% of target for cost and schedule (Cost and schedule performance indices is -5% or positive variance) To calculate the final rating for this performance measure, the cost and schedule indices for each project in this measure will be multiplied by a weighted factor based on their Total Project Cost and the Total Budget for all projects. The final rating will be calculated based on the weighted cost and schedule indices.

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
<b>7.0 Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs</b>					
7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage and Minimizes Life Cycle Costs			50%		
7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to support Future Laboratory Programs			50%		
<b>Performance Goal 7.0 Total</b>					

**Table 7.1 – 7.0 Goal Performance Rating Development**

<b>Total Score</b>	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 7.2 – 7.0 Goal Final Letter Grade**

## **8.0 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems**

The Contractor sustains and enhances the effectiveness of integrated safeguards and security and emergency management through a strong and well deployed system.

The weight of this Goal is 20%.

The Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems Goal shall measure the Contractor's overall success in safeguarding and securing Laboratory assets that supports the mission(s) of the Laboratory in an efficient and effective manner and provides an effective emergency management program.

Each Objective within this Goal is to be assigned the appropriate numerical score by the evaluating office as described within Section I of this document. Each Objective has one or more performance measures, the outcomes of which collectively assist the evaluating office in determining the Contractor's overall performance in meeting that Objective. Each of the performance measures identifies significant tasks, activities, requirements, accomplishments, and/or milestones for which the outcomes/results of are important to the success of the corresponding Objective. Although other performance information available to the evaluating office from other sources may be used, the outcomes of performance measures identified for each Objective shall be the primary means of determining the Contractor's success in meeting an Objective. The overall Goal score is computed by multiplying the numerical scores earned by the weight of each Objective, and summing them (see Table 8.1 at the end of this section). The overall score is then compared to Table 8.2 to determine the overall Goal letter grade.

### **8.1 Provide an Efficient and Effective Emergency Management System**

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- The Contractor's success in meeting Emergency Management goals and expectations;
- The commitment of leadership to a strong Emergency Management performance is appropriately demonstrated; and
- The maintenance and appropriate utilization of Emergency Management procedures and processes are effectively demonstrated.
- A SLAC Site Emergency Response Plan is developed (in addition to Chapter 37 in the ES&H Manual), due to the size and complexity of the lab, and it's proximity to major earthquake faults.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this objective is 30%.

8.1.1 Emergency Management events are reported and mitigated as necessary. Events are documented, corrective action measures are implemented, and a "Lessons-learned" record is generated.

Target 8.1.1.1 B+ = no unreported emergency event in FY07.

8.1.2 Contractor will provide for an internal assessment of their emergency management response plans, and provide a level of adequacy including a gap analysis with corrective actions for any findings. Results of reviews and surveys demonstrate that emergency management systems are effective.

Target 8.1.2.1 B+ = Internal assessment of SLAC Emergency Management Response plans and program conducted by 3<sup>rd</sup> Quarter of FY07.

8.1.3 Employee and Management awareness of their Emergency Management responsibilities. Develop Emergency Response plans sufficient to show emergency preparedness. Provide training for employee during emergency situations, including building evacuations. Establish points of contact (POCs) for handling site emergencies, including emergency communication services. A formal SLAC Site Emergency Plan should be developed, and submitted to the DOE/SSO for review, compliant with program elements outlined in the DOE Emergency Management Guide, DOE G 151.1-1. Elements of the plan should address:

1. SLAC Emergency Plan
2. Emergency response procedures
3. Sample facility emergency action plans
4. Emergency public information plan/procedures
5. Plan for public education on emergency plan and protective actions
6. Emergency Readiness Assurance Plan (latest)
7. Site map and list of facilities
8. MOUs and MOAs
9. ERO Training program description
10. Process/procedure for conducting hazards surveys/hazards assessments
11. Hazards screening process
12. Record of program exemptions
13. Emergency response organization roster
14. Latest SLAC emergency exercise package and report
15. Emergency drill schedule
16. Emergency Action Level and protective action procedures
17. Preventive maintenance plan for emergency response equipment and emergency communications equipment
18. Offsite notification procedure/form
19. Description of consequence assessment methods
20. Site Medical Plan (emergency response portion)

Target 8.1.3.1 B+ = Development and approval by DOE/SSO of SLAC Site Emergency Response Plan by 3<sup>rd</sup> Quarter of FY07.

8.1.4 Contractor will develop a Continuity of Operations Plan (COOP) during a major emergency.

Target 8.1.4.1 B+ = Contractor development and approval of a COOP for SLAC during a major emergency by 3<sup>rd</sup> Quarter of FY07.

## 8.2 Provide an Efficient and Effective System for Cyber-Security

In measuring the performance of this Objective the DOE evaluator shall consider the following:

- The Contractor's success in meeting Cyber-Security goals and expectations.
- The commitment of leadership to a strong Cyber-Security performance is appropriately demonstrated through security plans, audits, and reporting/follow-up on all Cyber-Security incidents.
- The maintenance and appropriate utilization of Cyber-Security risk identification, prevention, and control processes/activities. One aspect of this area would involve network firewall implementation and audit reviews.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishment, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this objective is 40%.

8.2.1 Cyber-Security Events are reported and mitigated immediately.

Target 8.2.1.1 B+ = All events are report within 24 hrs and mitigated immediately.

8.2.2 Performance of network vulnerability scans of the SLAC network systems are performed on a monthly basis, or after significant system upgrades/changes. Reports from network system scans shall be submitted on a quarterly basis to the DOE/SSO.

Target 8.2.2.1 B+ = Network scans are performed on a monthly basis and quarterly report are delivered to DOE/SSO.

8.2.3 In support of demonstrating an effective Cyber-Security system, SLAC will provide DOE/SSO with a copy of the risk assessment and the current plans for action, study or inaction done in accordance with NIST SP 800-37.

Target 8.2.3.1 B+ = A copy will be provided each time the approval of cited report is renewed by SLAC's Associated Directors Committee on Computing (ADCC).

8.2.4 SLAC maintains all the Plan Of Action and Milestones (POA&M) on schedule.

Target 8.2.4.1 B+ = POA&M schedule is met.

8.2.5 SLAC maintains and implements a cyber security program that informs all users of their Cyber-Security responsibilities. The program will require that each individual user provide written acknowledgement of their individual cyber-security responsibilities.

Target 8.2.5.1 B+ = A sample copy of the cyber-security responsibility state is provided to DOE/SSO on an annual basis or when changes to this document made.

### 8.3 Provide an Efficient and Effective System for the Protection of Special Nuclear Materials, and Property

There is very minimal handling of nuclear material at SLAC. In measuring the performance of this Objective the DOE evaluator shall consider the following:

- The Contractor's success in meeting Safeguard goals and expectations.
- The commitment of leadership to strong Safeguards performance is appropriately demonstrated.
- Integration of Safeguards into the culture of the organization for effective deployment of the system is demonstrated.
- The maintenance and appropriate utilization of Safeguards risk identification, prevention, and control processes/activities.

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this objective is 10%.

8.3.1 Safeguard events are reported and mitigated as necessary. Plans are developed for security of property, and inventory loss control (e.g. property tags, and property management of assets). SLAC assets reside in a database.

Target 8.3.1.1 B+ = Safeguard events are reported within 24 hours to DOE/SSO.



8.3.2 External reviews, surveys, or inspections will be conducted once per year, unless these is a significant event requiring follow-up and corrective action, which may result in additional reviews being required.

Target 8.3.2.1 B+ = All correction actions resulting from external reviews, surveys, or inspections will be completed in accordance with agreed to schedule.

8.3.3 Ability to complete corrective actions for reviews in accordance with approved Corrective Action Plans.

Target 8.3.3.1 B+ = Corrective actions are completed without the need for follow-up actions.

8.3.4 Employee and Management awareness of their Safeguards responsibilities – responsibilities are defined, and appropriate training commensurate with the level of responsibility has been completed.

Target 8.3.4.1 B+ = DOE/SSO will review training material in order to verify that material meets objective.

**8.4 Provide an Efficient and Effective System for the Protection of Sensitive Information**

In measuring the performance of this Objective the DOE evaluator shall consider the following:

- The Contractor’s success in meeting goals and expectations for the protection of sensitive information.
- The identification, marking and protection of sensitive information (e.g., Official Use Only) that has the potential to damage governmental, commercial, or private interests if inappropriately disseminated.
- The Contractor performs a formal assessment of safeguards and security systems for the protection of Personally Identifiable Information (PII).

The overall performance (outcomes/results) of the following set of performance measures (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor’s success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this objective is 20%.

8.4.1 The commitment of leadership to strong protection of sensitive information is appropriately demonstrated.

Target 8.4.1.1 B+ = Events involving protection of sensitive information are reported and mitigated as necessary.

8.4.2 Demonstrate an effective security system for the protection of sensitive information through internal and external reviews, surveys and inspections.

Target 8.4.2.1 B+ = Contractor will perform a formal assessment with corrective actions, as necessary, of security systems for the protection of Personally Identifiable Information (PII) by the end of 2<sup>nd</sup> quarter of FY07.

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
8.0 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM)					
8.1 Provide an Efficient and Effective Emergency Management System			30%		
8.2 Provide an Efficient and Effective			40%		

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Total Points	Total Points
System for Cyber-Security					
8.3 Provide an Efficient and Effective System for the Protection of Special Nuclear Materials, and SLAC Property			10%		
8.4 Provide an Efficient and Effective System for the Protection of Sensitive Information			20%		
<b>Performance Goal 8.0 Total</b>					

Table 8.1 – 8.0 Goal Performance Rating Development

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-08	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

Table 8.2 – 8.0 Goal Final Letter Grade

FY 2007 Appendix B - Program Office Score for each Goal  
 Stanford Linear Accelerator Center

Attachment II

	ASCR		BES		BER		HEP		WDTS	
	Program Office Score	Objective Weight	Program Office Score	Objective Weight	Program Office Score	Objective Weight	Program Office Score	Objective Weight	Program Office Score	Objective Weight
Goal 1	1		1		1		1		1	
Obj 1.1		40%		50%		30%		30%		25%
Obj 1.2		30%		20%		20%		30%		30%
Obj 1.3		15%		15%		20%		30%		30%
Obj 1.4		15%		15%		30%		10%		15%
Goal 2	0		1		1		1		0	
Obj 2.1		0%		10%		0%		20%		0%
Obj 2.2		0%		60%		0%		0%		0%
Obj 2.3		0%		20%		90%		80%		0%
Obj 2.4		0%		10%		10%		0%		0%
Goal 3	1		1		1		1		1	
Obj 3.1		30%		40%		20%		40%		20%
Obj 3.2		40%		30%		30%		40%		40%
Obj 3.3		30%		30%		50%		20%		40%

The weightings are based on FY 2007 Budget Request

Goal 1 Weighting by Funding			
Program Office		\$ In thousands	Weighting
SC	Other	Funding	
HEP		\$145,964,000	39.89%
BES		\$215,469,000	58.89%
ASCR		\$0	0%

Attachment II

WD	\$150,000	.04%
BER	\$4,311,000	1.18%
	<u>\$365,894,000</u>	<u>100.00%</u>

Goal 2 Weighting by Funding			
Program Office		\$ in thousands	
SC	Other	Funding	Weighting
HEP		\$144,964,000	39.89%
BES		\$215,469,000	58.89%
ASCR		\$0	0%
WD		\$150,000	.04%
BER		\$4,311,000	1.18%
		<u>\$365,894,000</u>	<u>100.00%</u>

Goal 3 Weighting by Funding			
Program Office		\$ in thousands	
SC	Other	Funding	Weighting
HEP		\$144,964,000	39.89%
BES		\$215,469,000	58.89%
ASCR		\$0	0%
WD		\$150,000	.04%
BER		\$4,311,000	1.18%
		<u>\$365,894,000</u>	<u>100.00%</u>

Contract No.: DE-AC03-76SF00515  
Modification No.: M474

## APPENDIX C

### SPECIAL FINANCIAL INSTITUTION ACCOUNT

EXECUTED

**SPECIAL DEMAND DEPOSIT ACCOUNT AGREEMENT FOR USE WITH THE  
PAYMENTS CLEARED FINANCING ARRANGEMENT**

Agreement entered into this 19th day of September 2003 between the UNITED STATES OF AMERICA, represented by the Department of Energy/National Nuclear Security Administration, Oakland Service Center (hereinafter referred to as DOE/NNSA Oakland Service Center), and Union Bank of California, N.A., a banking corporation existing under the laws of the State of California, located at 400 California Street, San Francisco CA 94104 (hereinafter referred to as the Bank), for the benefit of the Board of Trustees for the Leland Stanford, Jr., University, in the performance of its DOE/NNSA contract at the Stanford Linear Accelerator Center, a corporation/legal entity existing under the laws of the State of California (hereinafter referred to as the Recipient).

RECITALS

- (a) On the effective date of December 18, 1998, DOE/NNSA Oakland Service Center and the Recipient entered into Contract No. DE-AC03-76SF00515 or a Supplemental Contract thereto, providing for a payments cleared financing arrangement.
- (b) DOE requires that amounts transferred to the Recipient thereunder be deposited in a special demand deposit account at a financial institution covered by Department of the Treasury-approved Government deposit insurance per Vol. I TFM 6-9000 (<http://fms.treas.gov/tfm>) and on the world wide web at <http://www.publicdebt.treas.gov/>.
- (c) The "Special Demand Deposit Account" shall contain "Controlled Disbursement Sub-accounts" which shall be designated:

"Stanford Linear Accelerator Center Payroll Account"

and

"Stanford Linear Accelerator Center Accounts Payable Account"

COVENANTS

In consideration of the foregoing, and for other good and valuable consideration, it is agreed that:

- (1) DOE/NNSA Oakland Service Center shall have title to the credit balance in said accounts to secure the repayment of all funds transferred to the Recipient's account and said title shall be superior to any other title, lien, or claim with respect to such accounts.
- (2) The Bank shall be bound by the provisions of said Agreement(s) between DOE/NNSA Oakland Service Center and the Recipient relating to the deposit and withdrawal of funds in the above "Special Demand Deposit Account" and "Controlled Disbursement Subaccounts", which are hereby incorporated into this Agreement by reference, but the Bank shall not be responsible for the application of funds withdrawn from said account. After receipt by the Bank of written directions from the DOE/NNSA Oakland Service Center Contracting Officer, the Bank shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government Contracting Officer upon DOE stationery and purporting to be signed by, or signed at

EXECUTED

the written direction of the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE/NNSA Oakland Service Center.

- (3) DOE/NNSA Oakland Service Center, or its authorized representatives, shall have access to the books and records maintained by the Bank with respect to such "Special Demand Deposit Account" and "Controlled Disbursement Sub-accounts" at all reasonable times and for all reasonable purposes, including, without limitation, the inspection or copying of such books and records and any or all memoranda, checks, payments requests, correspondence, or documents pertaining thereto. Such books and records shall be preserved by the Bank for a period of six (6) years after the final payment under the Agreement.
- (4) In the event of the service of any writ of section, levy of execution, or commencement of garnishment proceedings with respect to the "Special Demand Deposit Account" and "Controlled Disbursement Sub-accounts", the Bank shall promptly notify the DOE/NNSA Oakland Service Center Contracting Officer at:

Ms. Aundra Richards  
Contracting Officer  
U.S. DOE/NNSA Oakland, Service Center  
1301 Clay Street, Suite 700N  
Oakland, CA 94612

- (5) DOE/NNSA Oakland Service Center shall authorize funds that are irrevocable to the extent that obligations have been incurred in good faith thereunder by the Recipient to the Bank for the benefit of the special demand deposit account and controlled disbursement sub-accounts. The Bank agrees to honor upon presentation for payment all checks issued by the Recipient and to restrict ASAP withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance as close to zero as administratively possible.

The Bank agrees to service the account in this manner based on the requirements and specifications contained in DOE Solicitation No. DE-RP03-03SF22730, dated April 30, 2003. The Bank agrees that per-item costs, detailed in the "Schedule of Services and Charges," contained in the Bank's aforesaid bid will remain constant during the term of this Agreement, including the option periods. The Bank shall calculate the monthly fees based on services rendered and invoice the Recipient. The Recipient shall issue a check or automated clearing house authorization transfer to the Bank in payment thereof.

- (6) The Bank shall post collateral, acceptable under Title 31 CFR 202/Treasury Financial Manual Part 6, Chapter 9000, with the Federal Reserve Bank (FRB) in an amount equal to the net balances in all of the accounts included in this Agreement, less the Department of Treasury-approved deposit insurance.
- (7) This Agreement, with all its provisions and covenants, shall be in effect for a term of three (3) years, beginning on the 1<sup>st</sup> day of December 2003, and ending on the 30<sup>th</sup> day of November 2006, and with two option years can be extended to the 30<sup>th</sup> day of November 2008. The specific provisions for operating the accounts after expiration are contained in Covenant (11).
- (8) DOE/NNSA Oakland Service Center, the Recipient, or the Bank may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties ninety (90) days prior to the desired termination date. The specific provisions for

operating the accounts after the termination date are contained in Covenant (11).

- (9) DOE/NNSA Oakland Service Center and the Recipient may terminate this Agreement at any time upon thirty (30) days written notice to the Bank if DOE/NNSA Oakland Service Center and/or Recipient find that the Bank has failed to substantially perform its obligations under this Agreement, or that the Bank is performing its obligations in a manner which precludes the administering of the Recipient's program in an effective and efficient manner or that precludes the effective utilization of the Government's cash resources.
- (10) Notwithstanding the provisions of Covenants (8) and (9), in the event the contract (referenced in Recital (a)) between DOE/NNSA Oakland Service Center and the Recipient is not renewed or is terminated, this Agreement between DOE/NNSA Oakland Service Center and the Bank shall be terminated upon the delivery to the Bank of a written notice signed by the Contracting Officer.
- (11) In the event of termination or expiration, the Bank agrees to retain the Recipient's "Special Demand Deposit Account" and "Controlled Disbursement Sub-accounts" for an additional 90 day period following the term end date to allow for clearance of outstanding checks. During this 90 day period, DOE/NNSA Oakland Service Center will ensure that the special demand deposit account shall have sufficient funds to cover all outstanding checks presented for payment.
- (a) After all outstanding payment items have been cleared or a stop payment order has been issued therefore, the remaining authorized balance in the payments cleared funding account at FRB Richmond must be reduced to zero and the account closed in ASAP 1031.
- (b) During the 90-day period, the Bank shall bill the Recipient for the actual service charges rendered in accordance with the "Schedule of Bank Services and Charges."
- (c) During the entire 90-day period, it is further understood that:
- (1) The Bank shall maintain sufficient collateral to cover Government funds in all DOE accounts, less Federal Deposit Insurance Corporation coverage on the accounts.
  - (2) All service charges shall be consistent with the amounts reflected in this Agreement.
  - (3) All terms and conditions of the proposal submitted by the Bank that are not inconsistent with this 90 day additional term shall remain in effect.
  - (4) This Agreement shall continue in effect, with exception of the following covenants:
    - (i) The term of this Agreement (Covenant 7)
    - (ii) Termination of Agreement (Covenant 8 and 9)
- (12) The Bank has completed and submitted the following documents: (1) "Offeror Representations, Certifications -- Commercial Items" (2) "Commercial Bank's Representations and Certifications", including "Questions Regarding Bank Fiscal and General Operating Information" and (3) "Schedule of Services and Charges". These sections have been accepted by the Recipient and the DOE/NNSA Oakland Service Center Contracting Officer and are incorporated herein with the document entitled, "Commercial Bank's Information on the Payments Cleared Financing Arrangement", as an integral part of this Agreement.

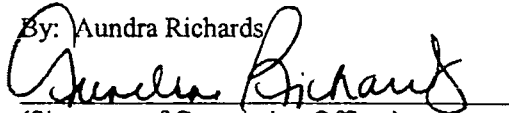


EXECUTED

IN WITNESS THEREOF the parties hereto have caused this Agreement, which consists of 6 pages including the signature pages, to be executed as of the day and year first above written.

**THE UNITED STATES OF AMERICA**  
**U.S. Department of Energy, NNSA Oakland Service Center**

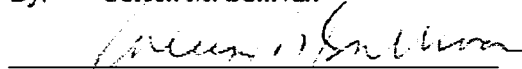
By: Aundra Richards

  
 (Signature of Contracting Officer)

9/22/03  
 (Date of Signature)

**(TYPED NAME OF BANK)**

By: Coleen M. Sullivan

  
 (Signature of Bank Representative)

Vice President  
 (Title)

200 Pringle Avenue, Suite 250  
Walnut Creek, CA 94596  
 (Address)

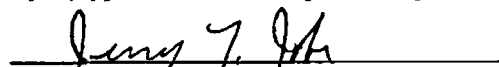
925-947-3045  
 (Telephone Number)

September 17, 2003  
 (Date of Signature)

Acknowledgement by the Board of Trustees for the Board of Trustees for the Leland Stanford, Jr., University

**THE BOARD OF TRUSTEES FOR THE LELAND STANFORD JR. UNIVERSITY**

JERRY L. Jobe  
 By: (Typed Name of Recipient's Representative)

  
 (Signature of Recipient's Representative)

Associate Director  
 (Title)

2575 Sand Hill Road, M/S 2  
Menlo Park, Ca. 94025  
 (Address)

EXECUTED

(650) 926-4245  
(Telephone Number)

9/25/03  
(Date of Signature)

NOTE--Recipient, if a corporation, should cause the following Certificate to be executed under its corporate seal, Provided that the same Officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, Robert E. Strohecker certify that I am the Assistant Secretary of the corporation named as Recipient herein that Jerry L. Jobe, who signed this agreement on behalf of the Recipient was then Assoc. Director of said corporation that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Robert E. Strohecker (Corporate Seal)  
(Signature)

NOTE--Bank Depository, if a corporation, should cause the following Certificate to be executed under its corporate seal, provided that the same officer shall not execute both the Agreement and the Certificate.

CERTIFICATE

I, John H. McGuckin, Jr. certify that I am the Secretary of the corporation named as Bank Depository herein that Coleen M. Sullivan, who signed this agreement on behalf of the Bank Depository was then Vice President of said corporation that said Agreement was duly signed for and on behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

John H. McGuckin Jr. (Corporate Seal)  
(Signature)

**Contract No.: DE-AC03-76SF00515**  
**Modification No.: M474**

## APPENDIX D

## APPENDIX D

### STATEMENT OF WORK

(a) General.

The Contractor undertakes and shall proceed diligently to operate and maintain the Stanford Linear Accelerator Center (SLAC) as a National User Facility, and shall program the research, development, design, construction, engineering, testing, training, education, technology transfer, and other activities conducted on behalf of DOE, in a manner that will maintain a vigorous, forward-looking program. The purpose of this Contract is the generation of new, and expansion of existing, scientific and technical knowledge in the following areas: high energy physics and particle astrophysics, including theoretical, experimental, and accelerator physics; basic energy sciences, including but not limited to the utilization of synchrotron radiation in biology, chemistry, materials science, medical sciences, physics and other disciplines; biological and environmental research; and, all appropriate areas of natural sciences, engineering, and related disciplines. This purpose includes the advancement of accelerator design, capabilities, and improvements, including synchrotron sources, as well as the development of new, frontier facilities, technologies and instrumentation. SLAC has been established as a User Facility for the conduct of only unclassified research, providing a unique resource for the DOE Office of Science's scientific program and its related User community. As such, the Contractor and DOE agree, consistent with other terms of this Contract, to provide an open environment to maximize the creativity of SLAC's unclassified scientific resources in an environmentally sound, safe manner, with due concern for property protection, quality and economy.

(b) Research and responsibilities.

- (1) It shall be the responsibility of the Contractor to maintain SLAC as a forefront national and international unclassified user research facility, in accordance with DOE's general direction, and to participate directly and substantially in the programming and actual carrying out of the programs and purpose of SLAC. The Contractor shall, in collaboration with the Laboratory's User community, maintain and develop research programs that optimally utilize SLAC's resources and seek research opportunities of the highest possible scientific merit. The Contractor shall exercise this responsibility subject to its scientific judgment, and giving due consideration to the advice of the Scientific Policy Committee (SPC), the members of which shall be drawn from the high energy physics, physical, and biological sciences communities, and appointed by the Contractor upon concurrence of the DOE, according to the functions and duties generally described in a letter from the General Manager of the Atomic Energy Commission to the

Contractor dated May 7, 1962, a letter dated March 2, 1993, from DOE to Dr. Burton Richter, and SLAC memorandum (Burton Richter to President Gerhard Casper) dated December 3, 1992. Additionally, the Contractor shall use the services of the Experimental Program Advisory Committee (EPAC) and the SSRL Proposal Review Panel (PRP), both of which will include knowledgeable experts from other universities, as well as Stanford. The functions and duties of these two committees are to advise the Laboratory on proposals in high energy physics, physical, and biological sciences, which place significant demands for resources and time on SLAC's User facilities.

- (2) The Contractor, in carrying out its research and development responsibilities, shall perform such other related activities and services as may be necessary to maintain and improve the operation, usefulness, and cost effective utilization of SLAC as the parties mutually agree to, including but not limited to development of administrative and management systems, education and training, the design, construction, alteration, removal, or demolition of facilities, and the purchase and installation of new and replacement equipment.
- (3) Consistent with paragraph (a), above, the Contractor shall proceed diligently and to the best of its ability in the development and operation of SLAC for use by other domestic and foreign universities, as well as industry and laboratory groups, in experimental and theoretical research in high energy physics, basic energy sciences, biological and environmental sciences, and technology-related activities, as well as in the development of advanced accelerators, synchrotron light sources, and instruments and methods for facilities-centered research. The results of such research will be published in the appropriate scientific journals.

(c) International activity.

In keeping with its overall research mission the Contractor shall maintain a broad program of international collaboration in areas of interest to the Contractor and to DOE. Collaborative activity may include, but is not limited to: participation in assigned aspects of formal international agreements; maintenance of liaison with peer groups in the international R&D community; participation in programs of international scientific organizations; participation in programs involving visits, assignments, or exchanges of staff; and, development of proposals for joint experimental programs and/or work for others from international sponsors.

(d) Education and outreach.

It is in the national interest to facilitate interaction and to foster positive relationships between the academic and educational community and SLAC, with the purpose of promoting research and education in fields of interest to DOE and SLAC. The Contractor may engage in science and mathematics education outreach and development programs, and cooperate with other educational institutions, to promote interest in

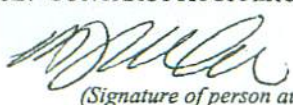
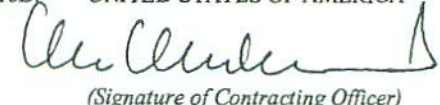
science and mathematics among students at all levels, and to contribute to the education of future scientists, mathematicians, and engineers. Such programs and cooperation may include, but are not limited to: joint experimental programs with colleges, universities, and nonprofit research institutions; educational research programs and similar activities at local schools, high schools, and colleges; and, arrangement of regional, national, or international professional meetings, conferences, and symposia. The educational outreach effort may include gifts of excess and/or surplus educationally useful federal equipment, including research equipment and computers, to pre-kindergarten through secondary schools and non-profit organizations, pursuant to the Stevenson-Wydler Act, 15 USC 3710(i), and Executive Order 12999. Additionally, the Contractor shall encourage, support, and assist SLAC staff in actively pursuing efforts and roles in advancing the high ideals of related professional, civic, and volunteer organizations. Such activities include presenting results of research, holding office, and providing leadership and contributions to the above organizations represented in the SLAC work force.

(e) Technology transfer.

The Contractor shall contribute to domestic technological competitiveness through the research and development mechanisms that make available to industry SLAC's facilities and expertise, such as access to User facilities, reimbursable work for non-DOE activities, and personnel exchanges; and, through conferences, workshops, and presentations to encourage development of productive relationships with industry.

(f) Protection of the worker, the public and the environment.

The Contractor shall conduct the research program of the Laboratory so as to achieve and maintain excellence in matters of environmental concern; and, to provide for the safety and health of its staff and the public. The Contractor shall continue systematically to integrate safety (for the purposes of this statement "safety" encompasses environment, safety, and health) into management and work practices at all levels, so that the missions are accomplished while protecting the public, the worker, and the environment. Integration should be accomplished by collaboratively focusing on work planning, hazards analysis, hazards control, and establishing an analytical approach for setting risk-based management and program priorities. The key guiding principles for integrating safety management into the overall laboratory mission are: defining line management responsibility; establishing clear roles and responsibilities; providing personnel the tools to maintain and improve competence; prioritizing resources; identifying and establishing safety standards; controlling hazards; and, establishing processes to ensure operational safety conditions exist.

<b>EXCEPTION TO SF 30, APPROVED BY NARS 5/79</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 of 2
<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				
2. Amendment/Modification No. <b>7</b>	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
ISSUED BY CODE U.S. Department of Energy Office of Science, Stanford Site Office 2575 Sand Hill Road, Bldg.41, Rm.118 Menlo Park, CA 94025		7. ADMINISTERED BY (If other than Item 6)		
		<b>DOE Points of Contact:</b> Contracting Officers: Tyndal L. Lindler (650) 926-5076 or Georgia M. McClelland (650)926-8608		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)		( )	9A. AMENDMENT OF SOLICITATION NO.	
Board of Trustees for the Leland Stanford, Jr. University Director of Sponsored Projects Stanford University 651 Sera Street - Room # 260 Stanford, CA 94305-4125				
Mail To:			9B. DATED (SEE ITEM 11)	
Jerry L. Jobe, Associate Director Business Services Div. Stanford Linear Accelerator Center 2575 Sand Hill Road, M/S 02 A&E Building #41, Room 203 Menlo Park, Ca 94025		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-76SF00515/M474	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE		3/29/04	
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>				
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 25, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN CONTRACT/ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
X D. OTHER (Specify type of modification and authority) Clause I.088, DEAR 970.5204-2, Laws, Regulations and DOE Directives (DEC 2000)				
<b>IMPORTANT:</b> Contractor is not, X is required to sign this document and return 2 copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION The purpose of this modification is to incorporate the attached list of DOE Directives into Appendix E of the contract.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print) Michiko Pane Interim Assistant Director, ASR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>GEORGIA M. McCLELLAND</b> Contracting Officer <b>CONTRACTING OFFICER</b>		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED	
 (Signature of person authorized to sign)	9/5/06	 (Signature of Contracting Officer)	9/12/06	
30-105			STANDARD FORM 30	





**U.S. Department of Energy**

Office of Science (SC)  
Stanford Site Office (SSO)  
Stanford Linear Accelerator Center (SLAC)  
2575 Sand Hill Road, MS-8A  
Menlo Park, CA 94025



Dr. Jonathan M. Dorfan  
Director  
Stanford Linear Accelerator Center  
2575 Sand Hill Road  
Menlo Park, Ca 94025

**Subject:** Approval of the Fiscal Year 2006 Revised Appendix E and Work Smart Standards Set  
for the Standard Linear Accelerator Center (SLAC)

Dear Dr. Dorfan:

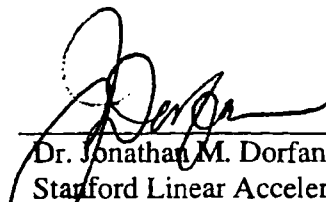
The Stanford Site Office (SSO) and Standard Linear Accelerator Center (SLAC) have reviewed and updated the Appendix E, including the Environment, Safety and Health (ES&H) Work Smart Standards (WSS) set, in the DOE/Stanford University contract. The appendix and the set of standards were reviewed by SSO and SLAC subject matter experts and revised per the SLAC WSS procedure and the SSO WSS Change Control Process.

Enclosed are changes to Appendix E and to the WSS set identifying additions, changes, and replacement of previous DOE directives. Please note that these changes to Appendix E and to the WSS set were previously agreed-upon by DOE and SLAC during the FY06 WSS review process.

The Agreement Parties below approve the revised Appendix E and WSS set. We request that the enclosed Appendix E, including the WSS set be incorporated into the DOE/Stanford University contract.

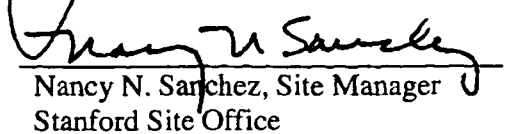
Agreement Parties Approval:

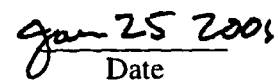
Responsible Organization:

  
\_\_\_\_\_  
Dr. Jonathan M. Dorfan, Director  
Stanford Linear Accelerator Center

  
\_\_\_\_\_  
Date

Customer Organization  
And Resource Authority  
(Delegated)

  
\_\_\_\_\_  
Nancy N. Sanchez, Site Manager  
Stanford Site Office

  
\_\_\_\_\_  
Date

**APPENDIX E**  
**DOE DIRECTIVES LIST & WORK SMART STANDARDS SET**  
 DOE ORDERS FOR INCLUSION IN CONTRACT as of ~~05/15/05~~  
 The full text of the orders can be found on <http://www.directives.doe.gov/>.

DOE Document Number	Change Notice	Title	Date	Add, Update, Retain, or Delete	Supplementary Requirement	WSS Set
<b>ENVIRONMENTAL SAFETY AND HEALTH</b>						
DOE HDBK 11393-2005		Chemical Management	Apr-05	retain		WSS
DOE M 231.1-1A	chg. 1	ES&H Reporting Manual	9/9/04	retain		WSS
DOE M 231.1-2		Occurrence Reporting & Processing of Operations Information	8/19/03	retain	(CRD only)	
DOE M 435.1-1	chg. 1	Radioactive Waste Management Manual	6/19/01	retain	(Include: Chapters I and IV only, Exclude: Section 1.1.E, IV.D.4, IV.E, IV.G.(1)(d), IV.M.(1)(c), IV.M.(2)(e), IV.M.(3), IV.N.(2), IV.P, IV.Q, IV.R.(1), and IV.R.(3))	WSS
DOE M 440.1-1	rev. 8	DOE Explosives Safety Manual	5/19/98	retain	(DOE Explosives Safety Manual, Pantex Version)	WSS
DOE N 450.7		The Safe Handling, Transfer, and Receipt of Biological Etiologic Agents at Department of Energy Facilities	10/17/01	retain	(CRD only)	WSS
DOE N 450.14		Extension of DOE N 450.7	6/3/05	retain		WSS
DOE O 151.1C		Comprehensive Emergency Management System	11/2/05	retain	(Includes Chapters IX & X, Sections 3.a. & 3.b. only)	WSS
DOE O 226.1		Implementation of Department of Energy Oversight Policy	9/15/05	retain	(CRD only)	
DOE O 231.1A	chg. 1	Environment, Safety and Health Reporting	6/3/04	retain	(ASER and CRD only)	WSS
DOE O 414.1C		Quality Assurance	6/17/05	retain	(CRD only)	
DOE O 420.1A		Facility Safety	5/20/02	retain	(CRD only, applicable Sections are 4.2, 4.2.1, 4.2.2, 4.4.2)	WSS
DOE O 420.2B		Safety of Accelerator Facilities	7/23/04	retain	(CRD only)	WSS
DOE O 430.2A		Departmental Energy & Utilities Management	4/15/02	retain	(CRD only)	
DOE O 435.1	chg. 1	Radioactive Waste Management	8/28/01	retain	(Exclude Section 4.b.)	WSS

DOE Document Number	Change Notice	Title	Date	Add, Update, Retain, or Delete	Supplementary Requirement	WSS Set
DOE O 440.1A		Worker Protection Management for DOE Federal and Contractor Employee	3/29/98	retain	(CRD only)	WSS
DOE O 450.1	chg. 1	Environmental Protection Program	1/24/05	retain	(CRD only, applicable Sections are 2.(a),2.(c),3,4,5,6,7,8,9,10,11, & 12))	WSS
DOE O 460.1B		Packing and Transportation Safety	4/4/03	retain	(CRD only)	
DOE O 5400.5	chg. 2	Radiation Protection of the Public and the Environment	1/7/93	retain	Chapter II, paragraph 1 [except 1.a(3)(c)&1.c], 2, 3, 5, 6, 7, 8a; Ch. III & IV	WSS
DOE O 5480.4	chg. 4	Environmental Protection, Safety, and Health Protection Standards	1/7/93	DEL	-	WSS
DOE P 450.4		Safety Management System Policy	10/15/96	retain	-	
DOE P 450.7		Environment, Safety & Health Goals	8/2/04	retain	-	
<b>FINANCIAL MANAGEMENT</b>						
DOE O 110.3		Conference Management	11/3/99	retain	(CRD only)	
DOE O 130.1		Budget Formulation Process	9/29/95	ADD	-	
DOE O 551.1B		Official Foreign Travel	8/19/03	retain	(CRD only)	
<b>HUMAN RESOURCES</b>						
DOE N 350.6		Worker's Compensation Claims	1/12/01	retain	(CRD only)	
DOE O 221.1		Reporting Fraud, Waste & Abuse to the office of Inspector General	3/22/01	retain	(CRD only)	
DOE O 221.2		Cooperation with the Office of Inspector General	3/22/01	retain	(CRD only)	
DOE O 442.1A		DOE Employee Concerns Program	6/6/01	ADD	(CRD only)	
DOE O 470.2B		Independent Oversight and Performance Assurance Program	10/31/02	ADD	(CRD only)	
<b>INFORMATION MANAGEMENT</b>						
DOE M 205.1-1		Incident Prevention Warning & Response Manual	9/30/04	ADD	(CRD only)	
DOE O 200.1		Information Management	9/1/96	ADD	(CRD only)	
DOE 413.1A		Management Control	4/18/02	ADD	-	
DOE O 205.1		Department of Energy Cyber Security Management Program	3/21/03	retain	(CRD only)	
DOE O 430.1B		Real Property Asset Management	9/24/03	retain	(CRD only)	
DOE M 483.1-1		DOE Cooperative Research and Development Agreements Manual	1/12/01	ADD	-	

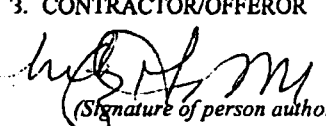
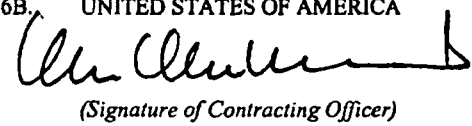
<i>DOE Document Number</i>	<i>Change Notice</i>	<i>Title</i>	<i>Date</i>	<i>Add, Update, Retain, or Delete</i>	<i>Supplementary Requirement</i>	<i>WSS Set</i>
DOE O 251.1A		Directives System	1/30/98	ADD	(CRD only)	
DOE O 483.1		DOE Cooperative Research and Development Agreements	1/12/01	ADD	(CRD only)	

DOE Document Number	Change Notice	Title	Date	Add, Update, Retain, or Delete	Supplementary Requirement	WSS Set
DOE M 470.4-6		Nuclear Material Control and Accountability	8/26/05	retain	(CRD only)	WSS
DOE M 471.3-1		Identifying & Protecting Official Use Only Information	4/9/03	ADD	(CRD only)	
DOE N 206.3		Personal Identity Verification	11/22/05	retain	(CRD only)	
DOE O 470.1	chg. 1	Safeguards and Security Program	9/28/95	retain	(Exclude chapters III, IV and VIII), CRD only (applicable sections); and extended by DOE N 251.57, 4/28/04	
DOE O 471.3		Identifying & Protecting Official Use Only	4/9/03	ADD	(CRD only)	
DOE O 471.4		Incidents of Security Concern	3/17/04	retain	(CRD only)	
DOE O 473.2		Protective Force Program	6/30/00	retain	(CRD only, applicable Sections are 1.a, 1.b, 1.h & 1.i) and extended by DOE N 251.58, 7/6/04	
DOE N 473.9		Security Conditions	7/8/04	retain	(CRD only) and extended by DOE N 251.64, 7/7/05	
DOE O 142.3		Unclassified Foreign Visits and Assignments	6/18/04	retain	(CRD only)	
DOE O 470.4		Safeguards and Security Program	8/26/05	retain	(Include Section 4.a.(6) only)	WSS
<b>SCIENTIFIC AND TECHNICAL INFORMATION</b>						
DOE M 413.3-1		Project Manual for the Acquisition of Capital Assets	3/28/03	retain	-	
DOE O 241.1A	chg. 1	Scientific & Technical Information Management	10/14/03	retain	(CRD only)	
DOE O 413.3A		Program and Project Management for the Acquisition of Capital Assets	7/28/06	Updated	(CRD only)	

Updated	update
Added	ADD
Corrected	COR
Retained	retain

WSS Set = WSS

OPTION TO SF 30, APPROVED BY NARS 5/79

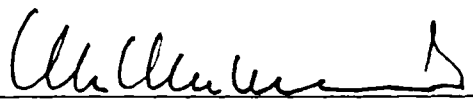
AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 of 2
2. Amendment/Modification No.  M513	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.  N/A	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)	
U.S. Department of Energy Office of Science, Stanford Site Office 2575 Sand Hill Road, Bldg.41, Rm.118 Menlo Park, CA 94025		DOE Points of Contact: Contracting Officers: Tyndal L. Lindler (650) 926-5076 or Georgia M. McClelland (650)926-8608	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)		( )	9A. AMENDMENT OF SOLICITATION NO.
Board of Trustees for the Leland Stanford, Jr. University Director of Sponsored Projects Stanford University 651 Sera Street - Room # 260 Stanford, CA 94305-4125			
Mail To:			9B. DATED (SEE ITEM 11)
Jerry L. Jobe, Associate Director Business Services Div. Stanford Linear Accelerator Center 2575 Sand Hill Road, M/S 02 A&E Building #41, Room 203 Menlo Park, Ca 94025		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-76SF00515/M474
			10B. DATED (SEE ITEM 13)
CODE	FACILITY CODE		3/29/04
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>			
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 25, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required)  N/A			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN CONTRACT/ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).			
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:			
X D. OTHER (Specify type of modification and authority) By mutual agreement of the parties.			
IMPORTANT: Contractor is not, X is required to sign this document and return 2 copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is to replace the Memorandum of Understanding entitled: "The Treatment of Indirect Costs for FY 2002 & FY 2003" with the attached Memorandum of Understanding entitled: "The Treatment of Indirect Costs for FY 2004".			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)  Nitzi Gildea-Phillips, Deputy Director		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  GEORGIA M. McCLELLAND CONTRACTING OFFICER	
3. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 (Signature of person authorized to sign)	1.24.06	 (Signature of Contracting Officer)	1/26/06

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE U.S. DEPARTMENT OF ENERGY  
AND  
THE BOARD OF TRUSTEES OF LELAND STANFORD JR.  
UNIVERSITY CONCERNING  
THE TREATMENT OF INDIRECT COSTS FOR  
FY 2004**

For Stanford University, the following Fiscal Year and approved indirect costs are allocable and allowable to the SLAC M&O Contract, DE-AC02-76SF00515:

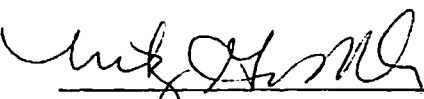
<u>UNIVERSITY FISCAL YEAR</u>	<u>APPROVED AMOUNT</u>
2004 (9/1/03 – 8/31/04)	\$3,568,208

These amounts are pre-determined, and shall not be subject to later adjustments unless the parties both agree that unusual circumstances justify reopening negotiations, based upon actual costs allocable to, and allowable under, the SLAC M&O Contract.

  
**Georgia M. McClelland**

Contracting Officer  
U.S. Department of Energy

1/26/06  
Date

  
**Nitzi Gildea-Phillips, Deputy Director**

For the Board of Trustees of Leland  
Stanford, Jr. University

1.24.06  
Date

**Contract No.: DE-AC03-76SF00515**  
**Modification No.: M474**

## APPENDIX G



## APPENDIX G

### Budget Program

This Appendix implements the clause of this contract entitled, "Long Range Planning, Program Development and Budgetary Administration." The Parties agree that the following procedures will be used on a Government fiscal year basis to establish the Laboratory's work program and budgets.

1. During January-February of each year (or such other date as may be established by DOE). DOE will supply the Contractor with the dollar amounts for the Laboratory contained in the President's budget as well as a set of program assumptions for the budget and accounting policies and procedures to be used in the current budget preparation.
2. Prior to April 1 of each year (or such other date as may be agreed upon). the Contractor will submit to DOE a detailed work program and budget estimate for the next two succeeding fiscal years based on the level of the current year financial plan and the President's Budget, or other program guidance provided by DOE. The Contractor will provide construction project data sheets to DOE for each construction project proposed for the budget year and revisions of the construction project data sheets for other years as necessary for changes in cost estimate, funding, or scope. Prior to submission of the data sheets. DOE will be given an opportunity to review draft construction project data sheets and present the results of that review to the Contractor for consideration in the final data sheets.
3. As soon as possible after October 1 of each year, DOE shall issue to the Laboratory financial plans for the current fiscal year for operations and plant and capital equipment.
4. DOE approval of the work program and budget estimates will be reflected in approved funding programs. prime contract supplements and program letters/authorization. issued to the Contractor as soon as possible after October 1. The approved funding programs specify the funds available for work under the contract for the fiscal year and, in addition, establish obligations and cost limitations for specified individual portions of the work.
5. An initial modification to this contract will be executed by the Parties on or before November 1 of each fiscal year to provide all or portion of the funding for the current fiscal year, provided that appropriations have been made to DOE at this time, and if not then as soon as possible thereafter. Subsequent modifications will be written throughout the fiscal year to increase or decrease the available funding.
6. In order to provide added assurance of continuity of operations, it is the intent of DOE that the funds obligated under this contract be maintained at all times at an adequate level, which shall be defined as funds at least sufficient to provide for an estimated 20 days operating costs and outstanding commitments for each obligation control level as stated in the DOE Control and Reporting Levels. The Contractor will inform DOE when

circumstances or DOE actions or proposed actions threaten to reduce any operational control levels below the level indicated in the previous sentence.

7. During the course of the work, DOE will review the work program and its costs based upon information submitted by the Contractor, and may, after consultation with the Contractor, revise the program letters and financial plans established by DOE under paragraph 4 of this Appendix.
8. It is recognized in the maintenance and operation of the Laboratory facilities, the Contractor is obliged to meet various standards and that DOE will make every effort to assure that adequate funds are provided under the contract to enable the Contractor to meet such requirements.

Contract No.: DE-AC03-76SF00515  
Modification No.: M474

## APPENDIX H

**APPENDIX H**

**STANFORD LINEAR ACCELERATOR CENTER**

**Operated for the U.S. Department of Energy**

**By**

**STANFORD UNIVERSITY**

**REVISION NUMBER 2**

**To**

**SUBCONTRACTING PLAN**

**FOR**

**SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS AND WOMEN-OWNED SMALL BUSINESS CONCERNS**

**Submitted in Support of DOE Contract No. DE-AC03-76SFO0515**

February 17, 2004

**GENERAL**

In compliance with FAR 52.219-9, Small Business. Small Disadvantaged Business and Women-Owned Small Business Subcontracting Plan, the following Subcontracting Plan is submitted by the Board of Trustees of the Leland Stanford Jr., University, in support of the above referenced requirement.

**B. PLAN ADMINISTRATOR**

The SLAC Purchasing Officer is designated as the Subcontracting Plan Administrator in connection with Contract DE-ACO3-76SFO0515 for the purposes of:

1. Maintaining a liaison with the Government on matters relating to small business concerns and small business concerns owned and controlled by socially and economically disadvantaged individuals; and

2. Monitoring SLAC's efforts with respect to that article of the contract entitled "Utilization of Small, Small Disadvantaged and Women Owned Small Business Concerns"; and
3. Administering SLAC's Plan; and
4. Submitting required reports; and
5. Conducting such outreach activities necessary to assure equitable opportunity for small business and small disadvantaged business.

The Purchasing Officer, in his role as Subcontracting Plan Administrator, routinely reports socioeconomic program progress to the Associate Director, Business Services Division, for his information. He, in turn, disseminates such information to other members of the Directorate so as to keep them informed of SLAC's progress in meeting the Department of Energy's socioeconomic goals.

**C. PERFORMANCE AGAINST PRIOR YEAR ACHIEVEMENTS**

**Fiscal Year 2003**

During Fiscal Year 2003, the SLAC Purchasing Department's exceeded its' goals for the small business, small woman-owned business, and veteran owned business categories. However, SLAC fell short of our performance against the established goals for small disadvantaged business, 8(a), and Hub Zone categories.

SLAC's efforts in Fiscal Year 2003 are summarized as follows:

<u>FY 2003</u>	<u>GOALS</u>	<u>ACTUAL REPORTABLE</u>
TOTAL	\$ 45.0M	\$ 62,778,071
Sm. Bus.	\$ 25.8M (57.5%)	\$ 39,451,555 (62.8%)
Sm. Disadv. Bus.	\$ 3.6M (8.0%)	\$ 1,521,996 (2.4%)
Sm. W/O	\$ 2.7M (6.0%)	\$ 4,486,271 (7.1%)
8(a) Pilot	\$ 1.3M (3.0%)	\$ 1,512,837 (2.4%)
Veteran Owned	\$ 45K (0.1%)	\$ 268,349 (0.4%)
HubZone	\$ 450K (1.0%)	\$ 348,572 (0.6%)

SLAC's actual reportable dollars for FY03 (\$62,778,071) were \$17,778,071 more than the projected socioeconomic base of \$45,000,000. If we performed our analysis on dollars alone, SLAC exceeded our projected dollars for the 8(a) pilot program usage by \$212,837. However, due to the significant increase in reportable dollars experienced this fiscal year, SLAC fell short

of meeting its percentage goal of 3.0% based upon a total projected socioeconomic base of \$45.0M.

SLAC's socioeconomic achievements for FY03 were the direct result of several obstacles that we encountered during our efforts this fiscal year. SLAC's purchase card program continued to have a major impact on our socioeconomic results again this fiscal year. In FY03 we experienced an increase in our purchase card usage, from \$5.2M in FY02 to \$5.4M. Albeit this increase is slight, the use of the purchase card continues to eliminate a large portion of the procurement dollars (\$5.4M) from the reportable base that might have been made available for award to small, small disadvantaged, and small woman-owned businesses.

The DOE Headquarters Integrated Contractor Purchasing Team (ICPT) initiative also contributed to a decrease in available dollars for the socioeconomic goals. Although using ICPT agreements is a cost effective means of procuring goods and services and is an efficient way to achieve product standardization, the program has had a substantial impact on the socioeconomic program. For example, SLAC has historically purchased desktop and laptop computers from small disadvantaged and small woman-owned businesses. However, since FY 1998, by utilizing an ICPT BOA, SLAC has standardized on Dell computers.

In addition, SLAC took the initiative to seek out and award purchase orders to Veteran-Owned and Hub Zone companies. Our efforts resulted in an increase in our overall goal effort. The motivation and individual efforts of each of our procurement personnel is to be commended in view of the substantial obstacles that have been placed in their way.

**D. TARGET PARTICIPATION GOALS FOR FISCAL YEARS  
2004 AND 2005**

**FY 2004**

The socioeconomic goals were negotiated and established for fiscal year 2004 as set forth by letter as mutually agreed to with the Contracting Officer. As in any cost reimbursement, operating contract environment, budget changes and other considerations, whether motivated by internal or external influences, may require appropriate revisions from time to time. Indirect costs are not included in establishing subcontracting goals.

SLAC's projected efforts for Fiscal Year 2004 are summarized as follows:

<u>FY 2004</u>	<u>GOALS</u>	<u>ACTUAL TO DATE (1/30/04)</u>
TOTAL	\$50.0M	\$20,170,527
Sm. Bus.	\$28.0M (56.0%)	\$13.0M (64.8%)
Sm. Disadv. Bus	\$ 3.0M ( 6.0%)	\$ 1.1M ( 5.5%)
Sm. W/O	\$ 3.0M ( 6.0%)	\$ 3.2M (16.2%)
8(a) Pilot	\$ 1.250M ( 2.5%)	\$ 264K ( 1.3%)

Veteran Owned	\$ 50K	( 0.1%)	\$ 60K	( 0.3%)
HubZone	\$ 250K	( 0.5%)	\$ 89K	( 0.4%)

## Expiring Contracts/New Opportunities

1. **Facility Janitorial Services.** The subcontract for SLAC facility janitorial services is due to expire in February 2004. As a result of the incumbents' (ABM Company) poor performance during the first year of this subcontract it was decided to not renew the option year and instead compete the effort. SLAC intends to award this \$300,000 per year effort, with option years, as a full and open competition by February 29, 2004.
2. **Architect and Engineering Services.** The Architect and Engineering Design Services subcontract for the Linac Coherent Light Source (LCLS) user facility was competed in the first quarter of FY04. A subcontract was awarded in January 2004 to Jacobs Facilities, Inc. in the amount of \$2.7M.
3. **Engineering Services.** The software engineering services in support of the LCLS project are anticipated to be competed in the third quarter of FY04 for approximately \$4M.
4. **Software/Hardware Maintenance.** The current facility software/hardware maintenance contract will expire on March 31, 2004. SLAC intends to compete this procurement estimated to be between \$500,000 to \$1,000,000 per year effort with option years under the SBA (8) a Pilot Program by March 31, 2004.
5. **Chemical Information Systems Management.** This effort is currently under evaluation for award as a result of a competitive procurement conducted in late FY03. The estimated value is expected to be approximately \$1.2M.
6. **Research Yard Building Construction.** It is anticipated that this new effort will be competed as a full and open competitive procurement in the second quarter of the fiscal year. The estimated value is expected to be between \$100,000 and \$500,000.
7. **Heating Coils for Building 150.** It is anticipated that this new procurement effort will be competed as a full and open competitive procurement in the third quarter of the fiscal year. The estimated value is expected to be between \$100,000 and \$500,000.
8. **Seismic Upgrades.** It is anticipated that this new effort will be competed as a full and open competitive procurement in the fourth quarter of the fiscal year. The estimated value is expected to be between \$1M to \$5M.
9. **Underground Piping Replacement.** It is anticipated that this new effort will be competed as a full and open competitive procurement in the first quarter of the fiscal year. The estimated value is expected to be between \$1M and \$5M.

10. Irrigation Installation and Repair. It is anticipated that this new effort will be competed as a full and open competitive procurement in the fourth quarter of the fiscal year. The estimated value is expected to be between \$100,000 and \$500,000.
11. Cooling Tower Construction. It is anticipated that this new effort will be competed as a full and open competitive procurement in the first quarter of the fiscal year. The estimated value is expected to be between \$500,000 and \$1,000,000.
12. Air Handlers. It is anticipated that this new effort will be competed as a full and open competitive procurement in the first quarter of the fiscal year. The estimated value is expected to be between \$100,000 and \$500,000.

#### **FY 2005**

Based upon an anticipated lower funding level for our budget for FY2005, SLAC's projected socioeconomic goals will need to be negotiated between SLAC and its' cognizant Contracting Officer prior to the commencement of the fiscal year.

#### **Expiring Contracts/New Opportunities**

1. HVAC Replacement. It is anticipated that this new effort will be competed as a full and open competitive procurement in the first quarter of the fiscal year. The estimated value is expected to be between \$100,000 and \$500,000.
2. Construction of LCLS Building. It is anticipated that this new effort will be competed as a full and open competitive procurement in the second quarter FY05. The estimated value is expected to be between \$1,000,000 and \$5,000,000.
3. Switchgear. It is anticipated that this new effort will be competed as a full and open competitive procurement in the third quarter of the fiscal year. The estimated value is expected to be between \$100,000 and \$500,000.
4. Transformer Replacement. It is anticipated that this new effort will be competed as a full and open competitive procurement in the third quarter of the fiscal year. The estimated value is expected to be between \$100,000 and \$500,000.

#### **E. SUMMARY OF MAJOR PROJECTS AND MAJOR ACQUISITIONS**

##### **Major Projects**

1. Over the next year upgrading of the Babar detector will continue. As of the writing of this plan there is no estimate of the procurement dollars involved with the remaining effort.



2. PeP II upgrades are also anticipated over the next year. As of the writing of this plan there is no estimate of the procurement dollars involved with the effort.
3. The long lead procurements in support of the Linac Coherent Light Source user facility is anticipated to commence in late FY04. The value of the resultant multiple awards is estimated to be approximately \$17million.

F. DESCRIPTION OF OUTREACH EFFORTS

1. The Subcontracting Plan Administrator, in his capacity as Purchasing Officer, reviews goals, reports progress, and solicits salient ideas and innovative methods during bi-monthly scheduled buyer meetings. All personnel are encouraged to develop new small, small disadvantaged, and small woman-owned sources and assist such firms in becoming viable sources of services and supplies to the Laboratory.
2. In January 2001, the Purchasing Officer established an Assistant Subcontracting Plan Administrator position to provide increased emphasis on the development of additional vendor sources in all areas with particular attention to small woman-owned and HUB Zone businesses. A Senior Buyer with over 20 years of buying experience and small business development was selected to fill the position.
3. SLAC policies and procedures provide basic guidance in small, small disadvantaged, 8(a), small woman-owned business subcontracting to personnel involved in the procurement process. This guidance is supplemented by periodic reinforcement of their understanding of SLAC's commitment to a successful program.
4. Special Assistance is provided to small, small disadvantaged, 8(a), and small woman-owned businesses whenever feasible to permit their increase in participation on SLAC's procurements.
5. During our yearly employee performance appraisals, we stress to each Buyer the importance of the program and encourage them to solicit small, small disadvantaged, 8(a), and small woman-owned concerns at every opportunity. We have in place means for monitoring each buyer's performance and utilize results as one tool in our salary setting process. This process has proven itself to be very satisfactory for SLAC as evidenced by our year-to-year achievements, which we consider to be outstanding. Individual buyer achievements are acknowledged and discussed at monthly buyers meetings along with progress toward meeting SLAC's goals.
6. SLAC continued to participate in the High Tech 2003 Small Business Procurement Fair and Conference in Los Angeles sponsored by JPL and NASA. The two-day event included 200 Prime Contractor booths and was attended by representatives of over 1000 small businesses. The conference included numerous workshops on doing business with federal agencies, prime contractors, and technology commercialization.

SLAC successfully establishes several new SDB and woman owned sources at this conference every year.

7. **SLAC also participated in the FY 2003 Fourth Annual DOE Small Business Conference and Procurement Fair held in Albuquerque, NM, respectively. In attendance were over 1,000 participants consisting of individuals from DOE Program Offices, other M&O Contractors, and over small businesses throughout the country.**
8. **SLAC also engaged in a variety of local outreach efforts throughout the fiscal year in order to provide small businesses with the “maximum extent practicable” concerning procurement opportunities. Some of these efforts are reflected by the following events:**
  - CISCO Systems Trade Fair
  - DOE Day
  - Industry Council for Small Business Development (ICSBDD)
  - The U. S. Small Business Administration’s 8(a) Showcase (As scheduled)
  - MedWeek Celebration hosted by the San Francisco Region’s Minority Business Development Agency (MBDA)

In addition to the activities identified above. SLAC also maintains memberships and/or liaisons with the following:

- Bay Area Chambers of Commerce:
  - Menlo Park Chamber
  - Oakland Chamber
  - San Jose Hispanic Chamber
- Minority Business Development Agency (MBDA), San Francisco Regional Office
- East Bay Women in Business Roundtable Breakfasts
- Small Business Administration (SBA). San Francisco Regional Office
- Professional Business Women of California
- National Council of La Raza

9. SLAC also participates in the Small Business Outreach program co-sponsored by DOE Oakland, the Small Business Administration, SLAC, LLNL, and LBL. During the year, we also participate in the Small Business Administration sponsored 8(a) Showcase for Construction.
10. In addition, SLAC receives over 100 letters a year from small, small disadvantaged, and small woman-owned businesses seeking inclusion on our bidders list. Each letter of inquiry is reviewed and personally responded to by the Purchasing Officer, giving the vendor the name and phone number of the assigned buyer. A copy of the letter and any vendor literature is forwarded to the appropriate buyer for reference and inclusion on their bidder's lists. We also send questionnaires to these new vendors so that the information they provide can be loaded into our automated vendor data base that can be utilized by both the SLAC Buyers and user community.

In summary, the Stanford Linear Accelerator Center strives to prove a very aggressive, positive, and outstanding small, small disadvantaged, and small woman-owned business program. These efforts are also anticipated to expand into the 8(a), HUB Zone, and disabled veteran-owned concerns as well in the future.

#### **G. MAKE OR BUY**

In order to assure specific and timely consideration of the potentialities of small business and small business concerns owned and controlled by socially and economically disadvantaged individuals, all "Make or Buy" decisions are made by the SLAC Associate Director, Business Services Division.

#### **H. REPORTS**

SLAC will submit periodic reports at such times and in such detail as the DOE may be required to determine the extent of compliance with this Plan. SLAC will submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and SF 295, Summary Subcontract Report, in accordance with the instructions on the forms. SLAC will also cooperate fully in any studies or surveys, which the DOE or the Small Business Administration may require to verify such compliance.

#### **I. FLOW-DOWN PROVISIONS**

1. Such flow-down clauses as the "Utilization of Small, Small Disadvantaged And Women-Owned Small Business Concerns" will be included in all subcontracts anticipated to exceed the simplified acquisition threshold (\$100,000), and which offer further subcontracting opportunities. Also, those subcontracts which exceed \$500,000 (or \$1,000,000 if for construction of a public facility) will be required to submit and implement a "Subcontracting Plan for Small,

Small Disadvantaged and Women-Owned Small Business Concerns”, provided (a) the clause entitled “Utilization of Small, Small Disadvantaged And women-Owned Small Business Concerns” applies, (b) the subcontract offers further subcontracting opportunities, and (c) the subcontractor is not a small business concern.

2. In compliance with FAR 52.219-9 (d) 10 (iv). SLAC will ensure that its subcontractors agree to submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts and Standard Form (SF) 295, Summary Subcontract Report.

J. RECORDS

SLAC maintains the following records to comply with FAR 52.219-9 (d) (11):

1. Source lists, guides, and other data used to identify small and small disadvantaged businesses including the SLAC Business Information System and the Small Business Administration’s ProNet System.
2. Specific HUB Zone listing posted on the Purchasing Department Home Page to assist buyers in identifying and locating businesses in this category.
3. Documentation in the Subcontract/Purchase Order File for each solicitation resulting in an award of more than \$10,000 indicating:
  - a. Whether the award went to Large or Small Business.
  - b. The number of Small and Small Disadvantaged Businesses, solicited.
  - c. The reason(s) for not soliciting Small or Small Disadvantaged Businesses, if such was the case.
  - d. The reason(s) why Small or Small Disadvantaged Businesses did not receive the award if such was the case when solicited.
4. Total number of all awards to Small Business, Small Disadvantaged, and Small Women-Owned Business concerns and the total value of all such awards.

K. APPROVAL

The signature below evidences approval of this Subcontracting Plan by the Contracting Officer.

Approved: \_\_\_\_\_  
Contracting Officer

Date: \_\_\_\_\_

**Contract No.: DE-AC03-76SF00515**  
**Modification No.: M474**

## APPENDIX I

**APPENDIX I**

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APPENDIX J

(RESERVED)

**Contract No.: DE-AC03-76SF00515**  
**Modification No.: M474**

## APPENDIX K



**APPENDIX K**

**MEMORANDUM OF AGREEMENT**

Between

The U.S. Department of Energy

National Nuclear Security Administration Service Center

And

Stanford University

Concerning the

Particle Astrophysics and Cosmology Building

The Stanford Linear Accelerator Center (hereinafter "SLAC" or "the Laboratory") is a Federally Funded Research and Development Center ("FFRDC"), comprised of an accelerator complex and research laboratory, built and operated by Stanford University for and on behalf of, and with funding from, the United States Department of Energy (hereinafter "DOE"). FFRDCs enable agencies to use private sector resources in the public interest and to accomplish tasks that are integral to the mission of the sponsoring agency (FAR 35.017 (a)(2)). SLAC is located on land (hereinafter the "DOE Stanford Leasehold") owned by Stanford University and leased to the United States Government. It is operated under Management and Operating Contract number DE-AC03-76SF00515 between Stanford University and the U.S. Department of Energy (the "Contract"). The purpose of this Memorandum of Agreement ("MOA") is to document the understandings between Stanford University and DOE (the "Party" or "Parties") related to the construction and operation of a Particle Astrophysics and Cosmology Building ("PACB") on the DOE Stanford Leasehold.

For purposes of this MOA, references to "Stanford University" shall also refer to the officers, employees, agents and or contractors of Stanford University, specifically excepting any such officers, employees, agents and or contractors of Stanford University to the extent that their relevant activities are funded by and through the Contract.

The PACB will be funded by Stanford University and constructed on the DOE Stanford Leasehold site. After the PACB is fully constructed, equipped and operational, Stanford University will transfer operational responsibility for the annual operations and maintenance costs of the building to DOE. Thereafter, except as otherwise provided below, DOE will be responsible for operating and maintaining the PACB in the same manner as other DOE facilities at SLAC.

The PACB will act as the focal place for housing both SLAC and Stanford University researchers, both theorists and experimentalists. This co-location will provide a strong intellectual interplay of scientific disciplines. The synergistic interactions of faculty, postdoctoral fellows, students, collaborators, and SLAC staff will contribute directly to the accomplishment of the SLAC mission.

This MOA shall remain in effect for as long as DOE continues its research at the DOE Stanford leasehold. This MOA shall be re-negotiated to allow DQE use of the PACB, in the event that Stanford University, for any reason, does not continue with the Contract.

Specifically, this MOA memorializes the terms and conditions upon which DOE authorizes Stanford University to build a PACB on the DOE Stanford Leasehold in accordance with the Contract. The purpose of the PACB is to house a variety of particle astrophysics and cosmology activities to be conducted by Stanford University, and to provide office space, laboratories, and meeting/conference facilities for those personnel, for DOE and SLAC personnel, and for international collaborators conducting research at SLAC.

The Parties acknowledge and agree that:

#### **STANFORD RESPONSIBILITY**

Stanford shall design, construct and equip, at its own expense, an approximately ten million dollar, roughly 25,000 square foot, two story PACB building on the existing DOE Stanford Leasehold. The PACB will have office space to accommodate approximately 90 people. The building will also have laboratory space for the development of new experimental techniques; several meeting and conference rooms, including an auditorium capable of seating 150-200 people; and will provide for any necessary increase in parking. Execution of the construction project, including contracting and construction management activities, shall be the sole responsibility of Stanford University.

Stanford University shall be responsible for ensuring that the construction of the PACB complies with all applicable federal, state, and local requirements.

The PACB construction costs for which Stanford University shall be responsible include, but are not limited to: building the PACB; conducting an environmental base-line survey of the PACB construction site; engineering site preparation; and, obtaining any necessary permits, licenses, reviews etc.

Stanford shall also be responsible for any costs associated with physically connecting utility services to the PACB, as well as any related connection charges; modification to the existing parking lot(s); and initial landscaping.

Stanford University shall retain ownership and ultimate responsibility for demolition and/or disposal of the PACB, including any liability for environmental response costs that are attributable to the construction and demolition or disposal of the PACB.

Stanford University will be responsible for the cost of any modifications, repair or replacement of the PACB or Stanford University owned PACB equipment and or furnishing, resulting from incurred damage or an act of god. Repair of damage caused by DOE occupancy shall be the responsibility of the DOE.

Stanford shall assign at least 60 percent of the PACB office space to SLAC.

Except for the annual operations and maintenance costs associated with the PACB, Stanford University will be responsible for the costs of the Stanford University operations in the PACB. These costs shall be managed in a responsible manner within the constraints of the current SLAC DOE baseline budget.

The Parties anticipate that SLAC will realize programmatic cost savings as a result of housing SLAC researchers in the PACB. These costs savings flow from the fact that SLAC will no longer need to upgrade as many existing substandard office spaces as would have been the case if the PACB office spaces were not available.

#### **DOE RESPONSIBILITY**

Once the PACB is fully constructed, equipped and operational, DOE agrees to assume responsibility for the total annual operations and maintenance costs of the PACB. The costs to DOE will consist of maintenance, utility, janitorial service/supplies, and telecommunications costs. This building will be treated like any other building on the SLAC site that supports the DOE program.

The Parties intend that the costs for which DOE is responsible under this MOA will be borne out of the existing SLAC operating budget. It is not anticipated that SLAC will receive any additional funding on account of the obligations DOE is assuming under this MOA.

DOE's responsibility for the annual operation and maintenance costs shall continue only so long as DOE/SLAC continues to occupy at least 60 percent of the PACB office space. If DOE/SLAC reduces its PACB office space occupancy below the 60 percent level, DOE shall have no further responsibility whatsoever under this MOA or the contract modification and Stanford University shall have full authority to determine and implement occupancies and use there after. In this latter event however, it is the expectation of the Parties that the Parties will negotiate in good faith to reach some alternative occupancy arrangement.

Notwithstanding DOE's projected occupancy of 60 percent of the PACB office space, DOE retains the right, at any time and for any reason, to unilaterally reduce its occupancy of PACB office space. If, in exercising its right to reduce its occupancy of the PACB.

DOE does reduce its occupancy of the building below the 60 percent level, DOE would be relieved of the obligation to continue paying for the annual operations and maintenance of the PACB and Stanford University will assume full landlord authority as to occupancy and use. In

this latter event however, it is the expectation of the Parties that the Parties will negotiate in good faith to reach some alternative occupancy arrangement.

DOE makes no representations or guarantees respecting whether or for how long the Contract shall run; whether the Contract will be extended; or how long the term of any such extension or extensions shall run.

DOE makes no representations or guarantees respecting the number of users that might now, or in the future, conduct research at SLAC.

DOE makes no representations or guarantees respecting the numbers of DOE/SLAC personnel that might seek to occupy PACB office space.

### **Facility Location**

The facility will be sited at the south of the Loop Road on the main quad in close proximity to the SLAC entrance on Sand Hill Road as depicted in Attachment 1. SLAC shall be responsible for all environmental, safety and health requirements. SLAC shall perform a separate NEPA study that will take a comprehensive look at the potential environmental and site impacts of the PACB. The NEPA compliance will be completed and concurred by DOE prior to expending any significant irretreivable funds or construction. Stanford agrees to be responsible for any liabilities, including environmental liabilities, resulting from the construction of, and the non-DOE funded activities performed in, the PACB. However, if unforeseen environmental conditions at the construction site should necessitate significant environmental restoration activities. either Party may terminate this agreement unilaterally.

Contract No.: DE-AC03-76SF00515  
Modification No.: M474

APPENDIX L

LEASE AGREEMENT

<http://www-group.slac.stanford.edu/bsd/contract/pdf/AppL.pdf>

**APPENDIX L**

**LEASE AGREEMENT**

L E A S E

THIS LEASE, made and entered into this 26th day of April , 1962, by and between THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers under the laws of the State of California ("University" herein), and THE UNITED STATES OF AMERICA ("Government" herein), acting through the United States Atomic Energy Commission ("Commission" herein),

WITNESSETH:

RECITALS:

1. WHEREAS, the Government and the University recognize that graduate education and research in the frontiers of knowledge are inseparable; that a vigorous and forward-looking research program in high-energy physics is a most promising field to contribute to man's knowledge of the nature of matter; that the proper exploitation of this field of research requires close cooperation between academic disciplines which is available in a university of high degree, and that the dissemination of the fruits of such research will materially advance the general cause of education;

2. WHEREAS, in furtherance of the foregoing purposes, concurrently herewith, the Government, represented by the Commission, is entering into a contract with the University for the design and construction of a high-energy electron linear accelerator complex (Contract No. AT(04-3)-400) upon the parcel of land hereinafter described and it is the desire and expectation of the parties that such linear accelerator complex when completed shall be operated as a national facility for research in high-energy physics;

3. WHEREAS, the University has heretofore agreed to make this parcel of land available for the location of the linear accelerator complex upon a long-term lease;

4. WHEREAS, this lease is executed contemporaneously with Contract No. AT(04-3)-400, but is a wholly separate and self-sufficient agreement between the parties.,

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

1. Description of Property and Term.

For and in consideration of the faithful performance by the Government of the terms covenants, agreements and conditions herein contained on the part of the Government to be kept and performed, the University hereby leases unto the Government and the Government does hereby hire from the University that certain parcel of land being a portion of the lands Of THE LELAND STANFORD JUNIOR UNIVERSITY located within the boundaries of the County of San Mateo, State of California, and more particularly described in Exhibit A hereto annexed and by this reference incorporated herein as fully to all intents and purposes as if herein set forth at length. The land so described in Exhibit A, as the boundaries of such land may from time to time be modified pursuant to any provision of this lease, is hereinafter referred to as the "leased premises."



The term of this lease shall be fifty (50) years commencing on the 1st day of May, 1962, and ending on the 30th day of April, 2012, subject to the provisions for termination elsewhere herein contained. If the Government shall determine that an extension of this term for a reasonable additional period is desirable in the national interest and will further the advancement of high-energy physics research, the University will give a request for such extension favorable consideration, provided the request is received by the University not later than April 30, 2011.

2. Compensation for Land Use.

It is recognized that the over-all control of the national facility will be vested in the Commission which will from time to time determine the agencies, persons or entities which are to be responsible for the programming of research use of the national facility and the actual carrying out of that program. The University considers the educational benefits which would be derived by it if it were selected as the agency to be responsible for the programming of the research use of the national facility, subject to the approval of the Commission, and if such responsibility were accompanied by at least a substantial direct participation by the University in the actual carrying out of that research program would be an adequate compensation for the use of the University's land. As the arrangements for the programming of the research use of the national facility and the extent of direct participation by the University in the carrying out of any research program may vary from time to time during the term of this lease, it is agreed that the following provisions shall govern compensation for the use of the University's land:

(a) During such periods of time as the University and the Commission shall contractually agree that the University shall have responsibility for the programming of the research use of the national facility, subject to the

approval of the Commission, and shall also be permitted a substantial direct participation in the actual carrying out of that research program, no cash rental shall be payable by the Commission to the University. The University shall be deemed to have been "permitted a substantial direct participation in the actual carrying out" of the research program within the meaning of this provision, not only during periods of actual substantial direct participation, but also during such periods of time as the University itself may omit, eliminate or restrict such direct participation in the recommended program of research which the University submits to the Commission for approval.

(b) During such periods, if any, as the Commission shall not permit a substantial direct participation by the University in the actual carrying out of the research program, an annual cash rental shall be payable to the University, upon request of the University, an amount equal to 5% of the then appraised fair market value of the leased premises, such value to be determined exclusive of the value of improvements and without consideration of the existence of this lease or of the use to which such land is in fact devoted pursuant to this lease. The appraised fair market value shall be determined by a qualified appraiser selected by the Commission and approved by the University and such appraised fair market value shall be redetermined every five (5) years during such period as a cash rental shall be payable hereunder.

(c) In the event the University is not permitted by the Commission to be responsible for the programming of the research use of the national facility but is permitted, along with others, a substantial direct participation in the actual carrying out of the research program, then the University shall have the right to require the Commission to fix a fair and reasonable cash rental for the use of the leased premises, such rental to consist of such proportion of the full cash rental based upon appraised fair market

value as the Commission shall deem fair and equitable in the light of the extent of the benefits then derived by the University from participation in the research use of the national facility in comparison with the benefits derived by other educational institutions which have not supplied a site for location of the national facility, but in no event shall the cash rental so fixed exceed the full cash rental next hereinabove provided. In determining the amount of rental, if any, to be paid under this subparagraph (c), lack of responsibility for programming shall not be a factor.

(d) As a limitation upon any cash rental which may be payable under the provisions of this paragraph 2, it is hereby agreed that the appraised fair market value of the leased premises to be established for the purpose of determining such cash rental shall be subject to a ceiling valuation limitation of \$15,000 per acre, appropriately adjusted upward or downward for such changes in the purchasing power of the dollar as may occur between May 1, 1962 and the date of appraisal, as measured by the Consumer Price Index of the Bureau of Labor Statistics, U. S. Department of Labor, "United States," or such other index as may replace it as a generally recognized national consumer price index. The establishment of this acreage valuation limitation is solely for the purpose of this rental determination and shall not be construed as an agreed valuation for any other purpose, the parties recognizing that the value of the leased premises may substantially appreciate during the term of this lease.

Any cash rental payable hereunder shall be due and payable monthly at the end of each calendar month or as soon as the appraised value is established and thereafter on such monthly basis. If the period for which cash rental is required to be paid-as herein provided is less than a full year, an appropriate proration of the annual rental shall be made.

During any period when the University is permitted, subject to approval of the Commission, to be responsible for the programming of the research use of the national facility, the University shall evaluate the proposed research uses upon the basis of scientific merit in accordance with policies which shall permit use of the national facility by scientists from other institutions as well as the University.

3. Use.

The herein described premises are leased to the Government for the purpose of constructing, maintaining and operating thereon (by or through such Government personnel or other individuals or entities as may from time to time be authorized by the Government), a high-energy electron linear accelerator complex as described in the above mentioned Contract No. AT(04-3)-400, as said complex may be altered, augmented or reconstituted from time to time in compliance with the provisions of this lease (and for any purpose auxiliary or supplementary thereto), but for no other purpose.

4. Buildings and Improvements.

All buildings and improvements, including site development, initially constructed on the leased premises under Contract No. AT(04-3)-400 shall be in accordance with plans and specifications prepared and approved pursuant to the procedures provided in said contract. In addition to the buildings and improvements covered by Contract No. AT(04-3)-400, the Government shall have the right during the term of this lease to construct additional buildings or improvements on the leased premises or to make alterations or additions to existing buildings or improvements, or to effect other changes in or to the leased premises incidental thereto, which are harmonious and compatible in design and construction with the buildings or improvements on the leased premises which have previously been approved by the University, provided, however, that if any

project involves the construction of an additional building or improvement., or a material alteration of exterior design of any existing building or improvement, the Government shall in each such case first submit the general plans and specifications therefor to the University and the University shall have sixty (60) days thereafter within which to notify the Government in writing that it disapproves said plans and specifications because the proposed construction or alteration or means of ingress or egress or landscaping is not deemed harmonious and compatible in design, engineering or construction with previously approved buildings or improvements and, if such notice is so given, the Government shall not proceed with construction until the objection of the University is remedied, but, unless such notice of disapproval is so given, or if the University gives its earlier approval in writing of said plans and specifications, the Government may proceed with construction. In any written notice of disapproval, the University shall state its grounds of objection and shall indicate, to the extent reasonably feasible, what steps can be taken by the Government to eliminate the grounds of objection. The University agrees that it will not unreasonably withhold its approval hereunder. If the Government does not concur that the stated grounds of objection are well founded and the parties are unable to agree after consultation between themselves, the matter shall be referred to an impartial architect selected by agreement of the parties and the decision of such impartial architect as to whether the proposed construction or alteration or means of ingress or egress or landscaping is "harmonious and compatible in design, engineering or construction with previously approved buildings or improvements" shall be binding upon both parties. The charges of such impartial architect shall be borne equally between the parties.

In the event the Government shall hereafter exercise any right vested in it under Contract No. AT(04-3)-400 in such manner as to modify the design approval procedures now prescribed in said contract in such manner as to lessen the

University's participation in the design approval procedures now prescribed in said contract, then no building or improvement, except those theretofore approved, shall thereafter be constructed until the Government in each such case shall have first submitted to the University the general plans and specifications therefor for approval in accordance with the procedure next hereinabove described in relation to "additional buildings or improvements," provided that the basis for disapproval by the University may include, in addition to the grounds specified in the preceding paragraph, lack of harmony or incompatibility with other University buildings or improvements.

The buildings and improvements from time to time constructed on the leased premises and all fixtures and personal property of the Government located on the leased premises shall remain the property of the Government unless acquired by the University pursuant to other provisions of this lease or other contract between the University and the Government.

5. Government Removal of Buildings, Improvements, Fixtures and Personal Property.

At any time during the term of this lease the Government may remove any and all personal property of the Government located on the leased premises and, except as otherwise provided in this paragraph, may remove any or all of the buildings, improvements, and fixtures of the Government located on such premises. Unless the University consents, the Government will during the term of this lease not remove any building, improvement or fixture when such removal will result in rendering the high-energy electron linear accelerator inoperable. The Government shall fully repair any physical damage occasioned by the removal and shall leave buildings and improvements from which fixtures have been removed or portions of the leased premises from which buildings or improvements have been removed in a safe, clean, and neat condition. There shall be no removal of any fixture which will result in any impairment

of the structural strength of the pertinent building or improvement, nor any removal of any fixture which will cause the pertinent building or improvement to be left in a condition unsuitable for its use as a building or improvement.

6. Repairs, Governmental Regulations, Waste and Signs.

(a) The Government shall, during the term of this lease, at its own cost and expense, and without any cost or expense to the University:

(i) Keep and maintain all buildings *and* improvements on the leased premises, and all appurtenances thereto, in good and neat order and repair and shall allow no nuisances to exist or be maintained therein. The Government shall likewise keep and maintain the grounds, sidewalks, roads and parking and landscaped areas in good and neat order and repair and in substantial conformity with the plans and specifications prepared pursuant to Contract No. AT(04-3)-400 or in paragraph 4 hereof. The University, as lessor, shall not be obligated to make any repairs, replacements or renewals of any kind, nature or description whatsoever to the premises or any buildings or improvements thereon, and the Government hereby expressly waives all right to make repairs at the University's expense under Sections 1941 and 1942 of the California Civil Code.

(ii) To the extent required by law comply and abide by all federal, state, county, municipal and other governmental statutes, ordinances, laws and regulations affecting the leased premises, the buildings and improvements thereon or any activity or condition on or in the premises.

(b) The Government agrees that it will not commit or permit waste upon the leased premises other than to the extent necessary for the construction or removal of any buildings or improvements in, to or upon the premises in accordance with the

provisions of this lease. The Government agrees that it will not damage, cut down or remove, or cause or authorize any other person to damage, cut down or remove, any tree from the premises without the prior written consent of the University, except to the extent necessary to construct, alter or remove buildings and improvements pursuant to the provisions of this lease.

(c) The Government agrees not to place any sign, other than signs of reasonable size relating to the activities conducted upon the leased premises, upon the roof or exterior wall of any building or improvement upon the leased premises or upon the grounds of the premises without having first obtained the consent in writing of the University.

7. Damage or Destruction.

In the event any building or improvement, or any part thereof, shall be damaged by fire or otherwise during the term of this lease to such an extent that the usefulness of such building or improvement for the purpose for which it is being used or the appearance of such building or improvement (either exterior or interior) is materially impaired, the Government, at its own cost and expense, will:

- 3.3. (a) remove completely the said building or improvement or
- (b) repair or rebuild the same, restoring the same to a condition substantially as good as that which existed immediately prior to the time of the damage or destruction or
- (c) repair or rebuild the same in such manner as to make the building or improvement functional for use in connection with the accelerator complex although not necessarily for the same purpose for which used immediately prior to the time of damage or destruction. The Government shall effect such removal, repair or rebuilding within twenty-four (24) months after the end of the Federal fiscal year in which the damage or destruction occurs, or within such other period as may be agreed upon by the Government and the University, provided, however, that the Government shall not be deemed in default hereunder if during the aforesaid period the Government notifies the



University that it proposes to rebuild or repair the building or improvement and the Government actively seeks funds for such purposes, and provided further that the Government shall do such work as shall be necessary to maintain the leased premises in a safe, clean and neat condition.

8. Mechanics' and Other Liens.

(a) The Government covenants and agrees to keep all the leased premises and every part thereof and all buildings and improvements thereon free and clear of and from any and all mechanics', materialmen's and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the premises for or in connection with any operations of the Government, any alteration, improvement or repairs or additions which the Government may make or permit or cause to be made, or any work or construction, by, for or permitted by the Government on or about the premises, and at all times promptly and fully to pay and discharge any and all claims upon which any such lien may or could be based, and to save and hold the University and all of the premises and all buildings and improvements thereon free and harmless of and from all such liens and claims of liens and suits or other proceedings pertaining thereto.

(b) The University covenants and agrees to keep all the leased premises and every part thereof and all buildings and improvements thereon free and clear of and from any and all mechanics', materialments and other liens for work or labor done, services performed, materials, appliances, teams or power contributed, used or furnished to be used in or about the premises for or in connection with any operations of the University under paragraph 22, any alteration, improvement, repairs, or additions which the University under paragraph 22 may make or permit to be made, or any work or construction, by, for, or permitted by the University under paragraph 22 on or about the premises, and at all times promptly and fully to pay

and discharge any and all claims upon which any such lien may or could be based, and to save and hold the Government and all of the premises and all buildings and improvements thereon free and harmless of and from all liens and claims of liens and suits or other proceedings arising out of or in connection with activities of the University conducted for its own purposes and carried on at a location other than the leased premises or conducted under paragraph 22.

(c) The Government covenants and agrees to give the University written notice not less than ten (10) days in advance of the commencement of any construction, alteration, addition, improvement or repair costing in excess of Five Thousand Dollars (\$5,000) in order that the University may post appropriate notices of the University's non-responsibility.

(d) No mechanics, or materialmen's liens or other liens of any character whatsoever created or suffered by the Government or the University shall in any way, or to any extent, affect the interests or rights of the other party in any buildings or other improvements on the leased premises, or attach to or affect the title to or rights of the other party in the leased premises.

#### 9. Taxes.

(a) The Government covenants and agrees to bear, pay and discharge promptly, as the same may become due and before delinquency, all taxes, assessments, rates, charges, liens, fees, municipal liens, levies, excises or imposts whether general or special, or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind which may be levied, assessed or charged or imposed upon the leased premises or any part thereof, or upon any buildings or improvements at any time situated on the leased premises or upon the leasehold of the Government or upon any personal property of the Government

located thereon or upon the estate hereby created or upon the University by reason of its ownership of the fee underlying the leased premises during the term of this lease; provided, however, that the Government shall not be obligated to pay any tax or governmental charge levied upon, assessed against or related to the mineral rights or other rights reserved by the University pursuant to paragraph 22 of this lease. The University agrees to cooperate with the Government to obtain exemption from or reduction of any of the above mentioned taxes or other governmental charges. Such cooperation shall include, but not be limited to, the initiation or defense by the University of litigation at the cost and expense of the Government. The party receiving any notice of other information relating to the proposed imposition of any such tax or other governmental charge shall promptly advise the other party in writing of receipt of such notice.

(b) All of the aforesaid taxes, assessments, imposts and levies of whatsoever nature, which shall relate to a fiscal year during which the term of this lease shall commence or terminate, shall be prorated between the University and the Government.

(c) Each party shall obtain and deliver to the other the receipts or duplicate receipts for all taxes, assessments, charges and other items required to be paid by it under this paragraph 9 promptly upon the payment thereof.

(d) If at any time during the term of this lease any governmental subdivision shall undertake to create an improvement or special assessment district, the proposed boundaries of which shall include the leased premises or any portion thereof, the Government shall be entitled to appear in any proceeding relating thereto and to exercise all rights of a landowner to have the leased premises included in or excluded from such district or to determine the degree of benefit to the leased premises resulting therefrom. However, the University

retains to itself an independent right, but shall be under no obligation, to appear in any such proceeding for the purpose of seeking exclusion of the leased premises from any such district or of determining the degree of benefit therefrom to the leased premises. The party receiving any notice or other information relating to the proposed creation of any such district shall promptly advise the other party in writing of receipt of such notice. If any tax, assessment, charge, levy or Impost made against the premises to finance such a special improvement shall be payable in installments over a period of time extending beyond the term of this lease, the Government shall be required to pay only such installments thereof as shall become due and payable during the term of this lease, and if any such tax, assessment, charge, levy or impost shall be wholly payable during the term of this lease but the special improvement shall confer upon the leased premises a benefit which will extend beyond the term of this lease, the Government shall be required to pay only a pro rata portion of any such tax, assessment, charge, levy or impost. The University agrees to cooperate with the Government by the production upon request of such records and other information in the possession of the University as may be readily available and may be of assistance to the Government in exercising its rights pursuant to this subparagraph.

10. Indemnity.

(a) If the Government desires to contest or that the University contest any lien of the nature set forth in paragraph 8(a) hereof, or if the Government desires to contest or that the University contest any tax, assessment, charge or other item to be paid by the Government under paragraph 9 hereof, it shall notify the University of its intention so to do within ten (10) days after the filing of such lien or at least ten (10) days prior to the delinquency of such tax, assessment, charge or other item, as the case may be. In either such case, the Government shall not be in default hereunder and the University shall not satisfy and discharge such lien nor pay any such tax,

assessment, charge or other item, as the case may be, until five (5) days after the final determination of the validity thereof, within which time the Government shall satisfy and discharge such lien or pay and discharge such tax, assessment, charge or other item to the extent held valid and all penalties interest and costs in connection therewith, as the case may be; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had upon any judgment rendered thereon, nor shall the payment of any such tax, assessment, charge or other item, together with penalties, interest and costs, in any case be delayed until sale is made of the whole or any part of the leased premises on account thereof. In the event of any such contest, the Government shall protect and indemnify the University against all loss, cost, expense and damage resulting therefrom, and, upon request from the University so to do, shall to the extent legally permissible obligate funds sufficient for the performance of this indemnity.

(b) The Government covenants and agrees to assume, and does hereby assume, the risk of injury or damage, direct or indirect, to third persons or property thereof arising out of or in connection with this lease or the use of the leased premises or the operations conducted thereon, and the University shall not be liable for and the Government shall indemnify and hold the University and its Trustees officers employees and agents, and each of them, harmless against any such liability, loss, expense or damage, provided that this assumption and indemnification shall be inapplicable if it is established that such liability, loss, expense or damage was caused by the fault or negligence of the University, its agents or employees. The Government further covenants and agrees to pay all expenses of the defense of all claims, suits or legal proceedings asserted or instituted against the University or its Trustees, officers, employees or agents, so arising out of or connected with this lease, the use of the leased premises, or the operations conducted thereon, except those to which this indemnity is not applicable. Nothing in this paragraph 10 shall be deemed to

modify or affect the allowability of costs under Contract No. AT(04-3)-400 or any other contract which may hereafter be executed between the University and the Government relating to the construction or operation of the linear accelerator complex nor shall this paragraph apply to acts or omissions of the University arising out of or in connection with such contract or contracts.

11. Public Utilities.

The Government shall make its own arrangements at its expense to bring to the leased premises any necessary water, gas, electric or other public utilities. In the event the Government shall determine that it is necessary for the Government itself to pay for the construction or installation of particular utility lines or conduits leading to the leased premises which must cross other lands of the University, the University without payment of any cash consideration will grant to the Government or to the appropriate public utility supplier an easement for such utility lines or conduits, provided that such easement (a) shall be restricted to use for purposes of supplying the linear accelerator complex and related facilities located upon the leased premises and (b) shall terminate upon termination of the Government's right of occupancy of the leased premises. All service lines and conduits for public utilities located upon the leased premises, and any lines or conduits installed pursuant to any easement granted hereunder, shall be placed in such locations and shall be constructed or installed in such manner as shall be approved by both the University and the Government. All water, gas, electric or other public utility service used upon or furnished to the leased premises during the term hereof shall be paid for by the Government and any installation of utility facilities to serve the leased premises shall be at no cost or expense to the University.

12. Contamination.

Anything herein to the contrary notwithstanding, the Government covenants and agrees that if the leased premises, or any part thereof, become contaminated during the term hereof to the extent that the affected premises are not reasonably safe for the purpose utilized, it will, as soon as practicable thereafter at its expense, upon request of the University, take such actions as necessary to make the premises reasonably safe for the purposes utilized. The Government may accomplish its obligations under this paragraph by decontamination of the affected premises in accordance with established decontamination standards applicable to like research facilities at the time or by removal of such portion of the leased premises or of the buildings or improvements located thereon as may be necessary to make the leased premises reasonably safe for research intended to be conducted thereon or by taking such other actions such as sealing off a contaminated area as may be appropriate under the circumstances or by some combination of the foregoing. It is understood and agreed that if part of a building or improvement is removed pursuant to this paragraph the remaining portion thereof will be restored in such manner as to provide a building or improvement suitable for use in connection with the accelerator complex and as to conform to the general architectural pattern of buildings and improvements located on the leased premises.

13. Health and Safety Measures.

Except for such uses as are made of the leased premises pursuant to rights reserved under paragraph 22, the Government covenants and agrees to maintain the leased premises and the buildings and improvements located thereon in a reasonably safe condition for the purpose for which the premises are used.

14. Fire, Police and Sanitary Services.

It is understood that the Government will make its own arrangements for fire and police protection and for sewer

service to the leased premises and the University shall have no responsibility for these matters under this lease.

15. Extensions of Time.

It is recognized that the ability of the Government to perform its covenants and agreements herein contained involving the expenditures of funds within the times herein specified may be subject to the availability of funds as appropriated by Congress or received from other sources. It is accordingly agreed that if the Government shall fail to perform any of its covenants or agreements herein contained and shall not cure such failure within a period of six (6) months after the University has advised the Government in writing of the existence and nature of such failure and the inability of the Government to perform such covenants or agreements is caused or occasioned by the unavailability of funds as aforesaid and the Government diligently seeks such funds through its normal processes therefor, then the time herein specified for such performance or the curing of such failure as a condition of the University's right to take any action predicated thereon shall be extended for, but only for, a period of time equivalent to the period during which funds are not available to the Government for such purposes, provided that any such extensions shall not affect the University's rights of termination under subparagraphs 26 (b) (1) and (2) hereof nor affect the Government's obligations under paragraph 7 hereof.

16. No Assignment, Subletting, Sale or Mortgage.

The Government's interest as lessee hereunder shall not be assignable and the Government agrees not to sublet the whole or any part of the leased premises. The Government may, however, grant rights of occupancy and use to such Governmental personnel, or other individuals or entities as may from time to time be authorized by the Government to engage in the operation



of the research facilities located upon the leased premises, or other activities authorized by this lease, but no such grant shall relieve the Government of its obligations hereunder. The University agrees that it will not sell, mortgage or otherwise encumber its interest in the leased land during the term of this lease.

17. Construction of Covenants.

None of the representations or warranties or covenants or conditions on the part of either party are or shall be construed as conditions either precedent or subsequent unless otherwise expressly provided.

18. Waiver.

The parties further covenant and agree that if either party fails or neglects for any reason to take advantage of any of the terms hereof providing for termination of this lease or for the termination or forfeiture of the estate hereby leased, or if the party, having the right to declare this lease terminated or the estate hereby leased terminated or forfeited, shall fail to do so, any such failure or neglect of the party shall not be or be deemed or be construed to be a waiver of any cause for the termination of this lease or for the termination or forfeiture of the estate hereby leased subsequently arising, or as a waiver of any of the covenants, terms or conditions of this lease or of the performance thereof. None of the covenants, terms or conditions of this lease can be waived except by the written consent of the Government or the University.

19. Inspection of Premises.

Subject to applicable laws, regulations and policies of the Government relating to security and to health and safety, the University shall be entitled, at all reasonable times, to go upon and into the leased premises for the purpose of (a)

inspecting the same, (b) inspecting the performance by the Government of the terms and conditions of this lease, (c) posting and keeping posted thereon notices of nonresponsibility for construction, alteration or repair thereof, as required or permitted by law or ordinance, or (d) during the last two (2) years of the term hereof exhibiting the premises to prospective lessees thereof.

20. Delivery of Possession of Premises.

The University agrees to deliver possession of the leased premises to the Government upon delivery of this lease by the University to the Government, and, if the premises are at such date occupied by any person, whether under claim or right emanating from the University, or otherwise, the University shall at its sole cost and expense remove any such person from the premises.

21. Covenants of Parties.

(a) The University covenants and agrees to keep and perform all the terms and conditions hereof on its part to be kept and performed, and that the Government, keeping and performing all the terms and conditions hereof on its part to be kept and performed, shall, subject to the terms and conditions hereof, have and hold in quiet and peaceful possession the property hereby leased, for the term hereof, without let or hindrance by any person claiming under the University or asserting title to the leased premises or any portion thereof, provided, however, that the Government shall take such steps as may be necessary to prevent occupancy of any portion of the leased premises by trespassers.

(b) The Government covenants and agrees to pay all sums required to be paid by the Government hereunder in the amounts, at the times and in the manner herein provided and to keep and perform all the terms and conditions hereof on its part

to be kept and performed, and, except as otherwise provided in paragraph 27, at the expiration or sooner termination of this lease, peaceably and quietly to quit and surrender to the University the property hereby leased in good order and condition subject to the other provisions of this lease.

22. Rights Reserved by the University.

The University expressly reserves such rights in and with respect to the land hereby leased as can be exercised without interference with the Government's use or right to the use of the leased premises as in this lease provided and without the construction upon the leased premises of any surface structures, including (without in anywise limiting the generality of the foregoing) rights of way across the leased premises, rights of ingress and egress, the right to install, use, maintain, renew and replace such water, oil, gas, steam, sewer drainage and other pipe lines and telephone, electric, power and other lines and conduits as the University may deem desirable in connection with the development or use of any other property in the neighborhood of the land hereby leased, whether owned by the University or not, parking privileges and the sole and exclusive right to enter upon the premises and extract by any means whatsoever, whether by slant drilling or otherwise, oil, gas, hydrocarbons and other minerals (of whatsoever character) in or under or from the land hereby leased, such production or extraction to be for the sole benefit of the University without obligation to pay the Government hereunder for any or all of the substances so produced or extracted, provided, however, that the exercise of these reserved rights shall be accomplished in such a manner as not to interfere with the use or stability of any buildings or improvements on the land hereby leased. The University shall indemnify and reimburse the Government for any loss or damage incurred or sustained by the Government as a result of or arising out of the exercise by the University of any of the rights reserved in this paragraph.

23. Litigation Costs.

The Government shall pay or reimburse to the University for all costs and reasonable attorneys' fees incurred or expended by the University by reason of the fact that without fault on its or their part the University, its Trustees, officers, employees or agents may be made parties to any litigation commenced by the Government or third parties based upon or arising out of the terms or provisions of this lease or the use by the Government of the leased premises.

24. Eminent Domain.

It is understood that consideration is now being given by the State of California or local governmental authorities to the construction of a freeway to be an extension of the Junipero Serra Freeway and to the widening of Sandhill Road and Alpine Road. In the event the State of California or local governmental authorities should determine to undertake road improvements which make necessary or desirable the exercise by such authorities of eminent domain with respect to portions of the land leased hereunder for the purpose of extending Junipero Serra Freeway or the widening of Sandhill Road or Alpine Road and such portions of land can be reconveyed to the University without injury to the Government's use or planned use of the accelerator complex, the Government agrees upon written request to reconvey to the University free from the provisions of this lease any such portions of the land leased hereunder provided that the Government will retain and except from any such reconveyance all rights necessary to the construction, maintenance, operation or removal of the national facility and provided further that the Government shall not be obligated to reconvey land for the construction of an extension of Junipero Serra Freeway, except pursuant to agreement between the Government and the State of California containing such provisions and conditions as the Government may deem necessary to safeguard its interests in the national facility.

Upon reconveyance, the University shall be entitled to deal entirely on its own behalf with the governmental authority exercising the right of eminent domain and to retain for the University's own use any consideration paid by such authority relating to any property reconveyed pursuant to the provisions of this paragraph 24.

In the event of any exercise of a right of eminent domain by any governmental authority (other than the Government) and not involving one of the instances specifically referred to above, then the total consideration paid in connection with such exercise of eminent domain (including both amounts paid for property taken and severance or other damage to such portions of the leased premises or buildings or improvements thereon as shall not be taken) shall be equitably apportioned between the parties as their interests may appear, taking into consideration the number of years remaining in the term of this lease at the date of taking or damage. If the parties are unable to agree as to such apportionment and the matter is not determined by a court as a part of an eminent domain proceeding, the proper apportionment shall be determined by an impartial person selected by agreement of the parties.

25. Release of Excess Land.

The Government and the University agree to reconsider at regular intervals of five (5) years from the date hereof the land use needs of the research activities being conducted upon the leased premises and if at the date of such review the parties determine in writing that a portion of the land leased hereunder is excess to the reasonable needs of the activities contemplated by this lease, then any such excess portion shall promptly be eliminated from this lease and reconveyed to the University. The Government shall also have the right at any time to eliminate from this lease and reconvey without the further consent of the University such portion of the land leased hereunder as the Government may deem excess to its needs,

provided that the portion so eliminated shall be of a size and location susceptible of reasonable use by the University and provided further that the premises thereafter remaining subject to this lease shall be adequate to permit the accomplishment of important research in high-energy physics.

26. Termination.

(a) By the Government.

The Government shall have the right at any time during the term of this lease to terminate this lease by giving the University written notice of termination not less than six (6) months in advance of a date for such termination to be specified in said notice.

(b) By the University.

In the event that

(1) the Government shall fail within fifteen (15) years from the date hereof to place in operation for research in high-energy physics the linear accelerator complex which is the subject of Contract No. AT(04-3)-400 or such portion thereof as shall be adequate to permit the accomplishment of important research in high-energy physics and such failure does not result from a failure of the University, its subcontractors, agents or employees to diligently and properly perform any obligations under Contract No. AT(04-3)-400 or any successor contract thereto or subcontract thereunder concerning the design, maintenance, construction, or operation of the accelerator; or

(2) the Government shall fail to devote the leased premises to the use described in paragraph 3 hereof for any period of thirty-six (36) consecutive calendar months; or

(3) the Government shall default in the performance of any of its covenants or agreements contained in paragraphs 2, 4, 7, 8(a) or 10(b) hereof and shall not cure such default within a period of six (6) months (as any such period may be extended by virtue of paragraph 15 hereof) after the University has advised the Government in writing of the existence and nature of such default, the University at any time thereafter shall have the right to terminate this lease by giving the Government written notice of termination upon a date (at least thirty (30) days subsequent to the date notice is received by the Government) to be specified in said notice.

27. Rights Upon Termination.

(a) Termination Within Ten (10) Years. If this lease is terminated pursuant to paragraph 26 hereof within ten (10) years from the date hereof, the following provisions shall govern the removal or abandonment of buildings, improvements, fixtures and personal property and the restoration of the site:

(1) The Government may remove from the leased premises within fifteen (15) months from the effective termination date any and all buildings, improvements, fixtures and personal property located thereon or may abandon any or all of such buildings, improvements, fixtures or personal property, subject to the limitations hereinafter set forth in this subparagraph (a).

(2) Except as the University may otherwise agree the Government shall not remove fixtures from a building or improvement except as an incident of removing the building or improvement if such removal would render the building or improvement inoperable for any purpose useful to the University or if such removal would result in impairing the structural strength of such building or improvement. The Government shall fully repair any damage to the building or improvement occasioned by any removal of any such fixture and shall leave



the buildings and improvements in a good, neat and clean condition.

(3) Upon any such termination of this lease within said ten (10) year period and to the extent authorized by law the University may purchase any of the *Government owned* buildings and improvements located on the leased premises. The University shall advise the Government of its desire to purchase any building or improvement by giving written notice to the Government within ninety (90) days after termination of this lease or such longer time as may be agreed upon by the parties. The University shall pay to the Government for any buildings and improvements purchased hereunder the price agreed upon by the Government and the University as the fair value thereof. Any dispute concerning the fair value thereof shall be determined by an Impartial arbitrator selected by the Government and approved by the University. The charges of such impartial arbitrator shall be borne equally between the parties.

(4) Except as to the Government owned buildings or improvements which the University purchases or agrees to purchase under the foregoing, the University may by written notice to the Government within fifteen (15) months after the termination of this lease require the Government

(i) to remove any Government owned building or improvement from the leased premises which in the opinion of the University is not useful to the University for its academic or other uses;

(ii) to remove the klystron gallery comprising a part of the accelerator;

(iii) to remove those portions of the accelerator housing which are above the natural grade of the land and to spread the earth cover so removed smoothly over adjacent lands of the University at locations to be designated by mutual

agreement of the parties;

(iv) to seal off in a secure manner those portions of the tube which are below the natural grade of the land; and

(v) to remove the beams and fills comprising a part of the end station or switch yard earthwork and to spread the earth so removed smoothly over adjacent lands of the University at locations to be designated by mutual agreement of the parties; provided that the Government shall not be required to remove: those portions of the tube which are below the natural grade of the land; those portions of the heavy concrete installations comprising a part of the switch yard or of the end station which are below the natural grade of the land and the removal of which would cost an unreasonable amount in comparison with the value of the lands affected (provided that any concrete installations which are not removed shall be covered with earth to the extent necessary to render such areas compatible with the natural contours of adjacent Land); roads; or underground facilities.

(5) In order to limit the extent of the removal obligations of the Government under this subparagraph (a), it is hereby agreed that, in lieu of actual performance of such obligations, the Government may reimburse the University for its reasonable actual costs of performing such obligations, after receipt of written request from the Government so to do, in an amount not to exceed \$2,000,000, appropriately adjusted upward or downward for such changes in the purchasing power of the dollar as may occur between May 1, 1962 and the date of payment, as measured by the Consumer Price Index of the Bureau of Labor Statistics, U. S. Department of Labor, "United States," or such other index as may replace it as a generally recognized national consumer price index. Such payment shall represent and be accepted as full compensation for all injury and damage to lands of the University arising out of the nonperformance of said obligations of removal.

(6) Any buildings or improvements not removed by the Government within the period specified in (1) above or which are not required by the University to be removed under (4) above shall become the property of the University upon expiration of the above mentioned fifteen (15) month period, or at such earlier date as may be agreed upon in writing between the parties, free and clear of any claim or demand by the Government and without cost to the University, and the Government, to the extent permitted by then existing law, shall make,, execute and deliver to the University all deeds,, bills of sale and other instruments of transfer which may be requisite to vest title in the University as herein contemplated.

(7) During the period between the date of termination and the date of completion of the removal of buildings, improvements, fixtures and personal property contemplated herein and any restoration of the premises required hereunder, the Government shall not carry on any activities on the terminated premises other than those required to comply with the Government's right or obligations under this paragraph 27 or related thereto and during such period the covenants and agreements of the Government contained in paragraphs 10(b), 12, 13 and 14 shall continue in full force and effect as if this lease had not been terminated.

(b) Termination After Ten (10) Years. If this lease is continued in effect for a period of ten (10) years from the date hereof and is thereafter terminated pursuant to paragraph 26 hereof or by the expiration of the term provided in paragraph 1 hereof (as such term may be extended from time to time by mutual agreement) then the Government shall be deemed to have abandoned any and all buildings and improvements located upon the leased premises upon the effective date of termination. The Government may remove from the leased premises within one hundred eighty (180) days after the effective date of termination any and all fixtures and personal property located thereon, provided that the Government shall not

remove fixtures from a building or improvement if such removal would render the building or improvement inoperable for any purpose useful to the University or if such removal would result in impairing the structural strength of such building or improvement. The Government shall fully repair any damage to the building or improvement occasioned by any removal of any such fixture and shall leave the buildings and improvements in a good, neat and clean condition. Any fixtures and personal property not removed by the Government within one hundred ) days after the effective date of termination shall be deemed abandoned by the Government. Title to any item of property so abandoned shall vest in the University free and clear of any claim or demand by the Government and without cost to the University, and the Government to the extent permitted by then existing law shall make, execute and deliver to the University all deeds, bills of sale and other *instruments* of transfer which may be requisite to vest title in the University as herein contemplated. Upon any *termination* of the lease as hereinabove in this subparagraph (b) provided, the Government shall be under no obligation to restore the site, but shall leave the premises in a safe, clean and neat condition.

28. Liability of Government and University.

It is recognized that the University may undertake the design, construction, operation or maintenance of all or part of the linear accelerator complex and related buildings and improvements under Contract No. AT(04-3)-400 or a successor contract thereto. Therefore, it is agreed that no act of commission or omission of the University or its agents, employees or subcontractors under such contract shall be a basis for deeming the Government in default under this lease and that the obligation of the Government to the University with respect to any liability, loss, expense, or damage resulting from such actions of the University, its agents or employees shall be governed by Contract No. AT(04-3)-400 or a successor contract thereto as applicable.



30. Covenant Against Contingent Fees.

The University warrants that no person or selling agency has been employed or retained to solicit or secure this lease 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 University for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to deduct from the lease price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

31. Officials Not to Benefit.

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

32. Paragraph Headings.

Paragraph headings in this lease are for convenience only and are not to be construed as a part of this lease or in any way limiting or amplifying the provisions hereof.

33. Remedies Cumulative.

All remedies hereinbefore and hereinafter conferred upon either party shall be deemed cumulative and no one exclusive of the other or any other remedy conferred by law.

34. Lease Construed as a Whole.

The language in all parts of this lease shall in all

cases be construed as a whole according to its fair meaning and not strictly for nor against either the University or the Government.

35. Examination of Records.

The University agrees that the Commission and the Comptroller General of the United States or any of their duly authorized representatives shall have access to and the right to examine all directly pertinent books, documents, papers and records of the University involving transactions related to this lease until the expiration of three (3) years after termination of this lease unless the Commission authorizes their prior disposition.

Nothing in this lease shall be deemed to preclude an audit by the General Accounting Office of any transaction under this lease.

36. Availability of Appropriations.

It is specifically agreed that each and every obligation of the Government contained herein involving an expenditure of funds is subject to the availability of appropriations, but this provision shall not in any way affect the University's rights of termination as provided in paragraph 26(b) of this lease.

37. Designated Governmental Agency.

The Government has designated the Commission as the agency through which the Government will act in relation to this lease. It is understood that the Government retains the right at any time upon written notice to the University to designate some other Governmental agency in the place and stead of the Commission and upon such notification all references herein to the "Commission" shall be deemed to refer to the agency so

designated and all rights and obligations herein vested in or imposed upon the Commission shall be deemed to be those of the Governmental agency so designated. The term "Commission shall mean the designated Governmental agency or any duly authorized representative thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate by proper persons thereunto duly authorized as of the day and year first hereinabove written.

37. Designated Governmental Agency.

The Government has designated the Commission as the agency through which the Government will act in relation to this lease. It is understood that the Government retains the right at any time upon written notice to the University to designate some other Governmental agency in the place and stead of the Commission and upon such notification all references herein to the "Commission" shall be deemed to refer to the agency so designated and all rights and obligations herein vested in or imposed upon the Commission shall be deemed to be those of the Governmental agency so designated. The term "Commission" shall mean the designated Governmental agency or any duly authorized representative thereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument in duplicate by proper persons thereunto duly authorized as of the day and year first hereinabove written.

THE BOARD OF TRUSTEES OF THE LELAND  
STANFORD JUNIOR UNIVERSITY

By /s/ Morris M. Doyle  
Its Vice President

BY /s/ Ira S. Lillick  
Its Secretary



UNITED STATES OF AMERICA

By /s/ E. C. Shute

E. C. Shute, Manager  
San Francisco Operations office  
U.S. Atomic Energy Commission

STATE OF CALIFORNIA

)  
City and County of San Francisco )ss.  
)

On this 26th day of April , 1962, before me, Elizabeth Combiths, a Notary Public in and for said City, County and State, residing therein, duly commissioned and sworn, personally appeared Morris M. Doyle and Ira S. Lillick known to me to be the Vice President and Secretary, respectively, of THE BOARD OF TRUSTEES OF THE LELAND STANFORD JUNIOR UNIVERSITY, a body having corporate powers described in and that executed the within and foregoing instrument, and also known to me to be the persons who executed the within and foregoing instrument on behalf of the said Board, and acknowledged to me that said Board executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said City, County and State, the day and year in this certificate first above written.

/s/ ELizabeth Combiths  
NOTARY -PUBLIC  
in and for the City and County of  
San Francisco, State of California.  
(Notarial Seal)

My Commission Expires March 6, 1965

STATE OF CALIFORNIA

COUNTY OF ALAMEDA ss.

On this 30th day of April 1962, before me., Helen J. Stearns a Notary Public in and for said County and State residing therein, duly commissioned and sworn, personally appeared ELLISON C. SHUTE, known to me to be the Manager, San Francisco Operations Office, Atomic Energy Commission, an agency of the United States of America, and also known to me to be the person who executed the within and foregoing instrument on behalf of the United States of America, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in said County and State, the day and year in this certificate first above written.

/s/ Helen J. Stearns

NOTARY PUBLIC

in and for the County of Alameda,  
State of California.

(Notarial Seal)

Helen J. Stearns, Notary Public

My Commission Expires July 5, 1964

Prepared by: Lawrence G. Brian  
Civil Engineer

Job No. 62027  
March 12, 1962  
Revised 3-13-62

DESCRIPTION OF  
STANFORD LINEAR ACCELERATOR CENTER  
BOUNDARY  
STANFORD, CALIFORNIA

BEGINNING at a point in the Southeasterly line of Sand Hill Road (District 4, San Mateo County, Route 51, IV-SM-S-1004(2)), as said Southeasterly line is described in Final Decree in condemnation No. 8033 recorded January 23, 1959, in Volume 3535 of Official Records of San Mateo County at page 310, distant thereon South 81°25'30" West 21.70 feet from a 1-1/2-inch iron pipe set in concrete at Engineer's Station 160+00; thence from said point of beginning along said line North 81°25'30" East (County North 80°13' East) 421.70 feet to a 2x2 stake set in concrete at Engineer's Station 164+00; thence continuing along said line North 81°25'30" East (County North 81°39' East) 200.06 feet to a 2x2 stake set in concrete at Engineer's Station 166+00; thence continuing along said line North 81°25'30" East (County North 80°31' East) 1050.00 feet to a 3/4-inch iron pipe set in concrete at Engineer's Station 176+50; thence continuing along said line North 89°57'20" East (County North 88°44'50" East) 202.24 feet to a 3/4-inch iron pipe set in concrete at Engineer's Station 178+50; thence continuing along said line North 79°14'50" East (County North 78°02'20" East) 263.13 feet to a 1-1/2-inch iron pipe set in concrete at Engineer's Station R181+12.94 Bc; thence continuing along said line North 73°37'20" East (County North 72°24'50" East) 190.24 feet to Engineer's Station 183+00; thence continuing along said line on the arc of a curve to the left, a radial line at the beginning of said curve bears North 12°07'13" West), with a radius of 3048.00 feet, through a central angle of 6°26'56", an arc length of 343.07 feet, to the point of intersection of said Southeasterly line of Sand Hill Road with the Southwesterly line of Hetch Hetchy right-of-way (80 feet In width) as said Southwesterly line is described in Final Decree in Condemnation No. 50296 recorded November 21, 1952, in Volume 2339 of Official Records of San Mateo County, at page 270; thence along said Southwesterly line of said right-of-way South 57°27'42" East 84.35 feet to the point of intersection thereof with the Southwesterly line

of Jordan Boulevard (60 feet in width); thence along said line of Jordan Boulevard South  $15^{\circ}36'32''$  East 253.29 feet; thence continuing along said line on the arc of a curve to the left, with a radius of 1030.00 feet, through a central angle of  $14^{\circ}46'46''$ , an arc distance of 265.69 feet; thence along the Southeastern line of said Jordan Boulevard on a radial line.

Exhibit A to Lease

Page 1

Appendix M

RESERVED

Contract No.: DE-AC03-76SF00515  
Modification No.: M474

U.S. Department of Energy  
and  
Stanford Linear Accelerator Center

APPENDIX N  
TREATIES AND INTERNATIONAL  
AGREEMENTS/WAIVED INVENTIONS

Applicable to the Operation of  
Stanford Linear Accelerator Center

Contract No. DE-AC03-76SF00515  
Modification No. M474

United States Department of Energy  
 Agreement Listing

Expiration Date	DOE Office	Title
1-6-97; exec 1-6-92	PO	Agreement relating to scientific and technical cooperation between the Government of the United States of America and the Government of the Republic of Korea.
7-6-99; exec 7-6-94	IA and Department of State	Agreement between the Government of the United States of America and the Government of Estonia on science and technology cooperation.
7-6-99; exec 7-6-94	IA and Department of State	Agreement between the Government of the United States of America and the Government of Latvia on science and technology cooperation.
7-6-99; exec 7-6-94	IA and Department of State	Agreement between the Government of the United States of America and the Government of the Republic of Lithuania on science and technology cooperation.
		Arrangement for the Exchange of Technical Information and for Cooperation in the Field of Peaceful uses of nuclear energy between the Atomic Energy Office for Peace and the U.S. National Laboratory.
Exec 1-15-92		Agreement between the Government of the Republic of Indonesia and the Government of the United States of America for cooperation in scientific research and technology development.
Exec 6-14-96		Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Republic of Korea for a cooperative laboratory relationship.
Exec 12-11-96		Agreement between the Department of Energy and the Nuclear Power Engineering Corporation of Japan for cooperation in the field of research and development of light water reactor-associated technologies.

Listing of Agreements Under the Aegis of: IAEA



United States Department of Energy  
Agreement Listing

Exp Date	DOE Office	Agreement #	Title
7/20/98	ER	000233	Agreement among the European Atomic Energy Community, Japan, Russia and the United States on Cooperation in the Engineering Design Activities of the International Thermonuclear Experimental Reactor (ITER)

## Office of Policy and International Affairs

### All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
<b>Country: <u>Argentina</u></b>									
61	407	8/1/1996	8/1/2001	Primary DOE			None	Energy Research and Development	Energy Technology Cooperation
<p><b>Title:</b> <i>Specific Arrangement between the Department of Energy of the United States of America and the Public Works and Services Secretariat of the Argentine Republic in the Area of Energy Technology Cooperation</i></p> <p><b>Comment:</b> Energy Forecasting meeting was hosted by FE in Oct. of 97. Seminar on New Technologies for the Energy Sector was held in Buenos Aires in Dec 98. EERE has work on energy efficiency and renewable projects started under a statement of intent which was a precursor to this agreement. In Dec of 97 four priority areas of work were identified - energy efficiency, energy and environment, energy planning, and renewable energy by then Secretaries of Energy.</p>									
62	409	10/16/1999	10/16/2000	Primary DOE			None	Arms Control and Nonproliferation	Nuclear Technologies
<p><b>Title:</b> <i>Implementing Arrangement between the Department of Energy of the United States of America and the National Atomic Energy Commission of the Argentine Republic for Technical Exchange and Cooperation in the area of Peaceful Uses of Nuclear Energy</i></p> <p><b>Comment:</b> Expanded sister lab arrangement supporting Article IV of the NPT. Existing annexes cover work in Molybdenum-99 production for LEU, boron neutron capture therapy, decontamination and decommissioning, and LEU advanced fuels.</p>									
475	431	4/13/1998	10/16/2000	Secondary DOE		62	Primary DOE	Arms Control and Nonproliferation	Annex 1 - LEU Moly-99 production
<p><b>Title:</b> <i>Project Annex 1 Cooperation in the Field of Molybdenum-99 Production from Low-Enriched Uranium</i></p> <p><b>Comment:</b> In force as long as the Implementing Arrangement. Action sheets are under development.</p>									
521	431	2/8/1999	2/8/2003	Tertiary DOE		475	Secondary DOE	Nuclear Energy	Action Sheet 1 - Project Annex 1
<p><b>Title:</b> <i>Action Sheet 1 pursuant to Project Annex 1 for Cooperation in the Field of Molybdenum-99 Production for Low-Enriched Uranium between the National Atomic Energy Commission of the Argentine Republic and the University of Chicago, as Operator of Argonne National Laboratory</i></p> <p><b>Comment:</b></p>									
476	431	4/13/1998	10/16/2000	Intergovernmental		62	Primary DOE	Arms Control and Nonproliferation	Annex 2 - Boron Neutron Capture Therapy
<p><b>Title:</b> <i>Project Annex 2 Cooperation in the Area of Boron Neutron Capture Therapy</i></p> <p><b>Comment:</b> In force as long as the Implementing Arrangement. Expert visits are underway.</p>									
503	431	8/11/1998		Tertiary DOE		476	Secondary DOE	Arms Control and Nonproliferation	Action Sheet 1
<p><b>Title:</b> <i>Action Sheet 1 Pursuant to Project Annex 2 Cooperation in the Field of Boron Neutron Capture Therapy</i></p> <p><b>Comment:</b> Technical exchange visits.</p>									

**All In Force Bilateral Agreements**

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
477	431	4/13/1998	10/16/200	Secondary DOE		62	Primary DOE	Arms Control and Nonproliferation	Annex 3 - D&D of Nuclear Facilities
<p><b>Title:</b> <i>Project Annex 3 Cooperation in the Field of Decontamination and Decommissioning of Nuclear Facilities</i></p> <p><b>Comment:</b> In force as long as the Implementing Arrangement. Workshop was successfully held in fall of 98 at ANL.</p>									
496	431	8/18/1998	10/16/200	Secondary DOE		62	Primary DOE	Arms Control and Nonproliferation	Annex 4 - Advanced Fuels
<p><b>Title:</b> <i>Project Annex 4 Cooperation in Field of Low Enriched Uranium Advanced Fuels</i></p> <p><b>Comment:</b> Remains in force as long as the Implement Arrangement. Action sheets are under development.</p>									
555	431	2/8/1999	2/8/2003	Tertiary DOE		496	Secondary DOE	Arms Control and Nonproliferation	Action Sheet 1 Annex 4, Dart Code
<p><b>Title:</b> <i>Action Sheet 1 Pursuant to Project Annex 4 for Cooperation in the Field of Low Enriched Uranium Advanced Fuels between the National Atomic Energy Commission of the Argentine Republic (CNEA) and the University of Chicago, as Operator of Argonne National Laboratory</i></p> <p><b>Comment:</b></p>									
63	331	4/18/1994	4/18/2004	Primary DOE			None	Arms Control and Nonproliferation	International Safeguards Applications
<p><b>Title:</b> <i>Agreement between the United States Department of Energy and the National Atomic Energy Commission of Argentina Concerning Research and Development in Nuclear Material Control, Accountancy, Verification, Physical Protection, and Advanced Containment and Surveillance Technology for International Safeguards Applications</i></p> <p><b>Comment:</b> Cooperate in research, development, testing, and evaluation of technology, equipment and procedures in order to improve nuclear material control, accountancy, verification, physical protection and advanced containment and surveillance technologies for international safeguards applications.</p>									
64	387	5/29/1996	5/29/2006	Primary DOE			None	Environmental Restoration and Waste Management	Radioactive and Mixed Waste Management
<p><b>Title:</b> <i>Implementing Arrangement between the Department of Energy of the United States of America and the National Atomic Energy Commission of the Argentine Republic for Technical Exchange and Cooperation in the Area of Radioactive and Mixed Waste Management</i></p> <p><b>Comment:</b> Study radioactive and mixed waste management activities in such areas as: preparation and packaging; decontamination and decommissioning; surface and subsurface storage; characterization of geologic formations; disposal in geologic formations, etc.</p>									

**Country: Australia**

509	456	9/15/1998	9/14/2008	Primary DOE			None	Arms Control and Nonproliferation	Safeguards Arrangement
<p><b>Title:</b> <i>Arrangement between the United States Department of Energy and the Australian Safeguards and Nonproliferation Office Concerning Research and Development in Nuclear material Control Accountancy, Verification, Physical Protection, Advance Containment and Surveillance Technologies for International Safeguards</i></p> <p><b>Comment:</b></p>									

**Country: Austria**

## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
65	337	9/18/1994		Primary DOE			None	Energy Efficiency and Renewable Energy	EE/Conservation and Climate Change
Title: <i>Memorandum of Understanding on Cooperation in Environmental Aspects of Energy Policy and the Protection of Global Climate</i> Comment: Cooperate in areas of sufficient growth of energy supplies, energy efficiency and conservation measures and protection of the biosphere (climate change).									

### Country: Bangladesh

501	450	12/15/1999		Statement of Intent			None	Energy Research and Development	SOI in Energy Cooperation
Title: <i>Joint Statement of Cooperation in Energy</i> Comment:									
514	460	2/11/1999	2/11/2004	Primary DOE			None	Information and/or Personnel Exchange	Exchange of Energy Information
Title: <i>Arrangement between the Department of Energy of the United States of America and the Ministry of Energy and Mineral Resources, Government of the People's Republic of Bangladesh for Exchange of Energy Information</i> Comment: EIA will work with an agency designated by MEOMR to establish a reasonably balanced exchange of energy information.									

### Country: Botswana

600	495	12/15/200		Statement of Intent			None	Fossil Energy	Cooperation in the Field of Fossil Energy
Title: <i>Statement of Intent Between The Department of Energy of the United States of America and The Ministry of Minerals, Energy and Water Affairs of the Republic of Botswana for Cooperation in the Field of Fossil Energy Technology</i> Comment:									

### Country: Brazil

26	391	9/30/1996		Statement of Intent			None	Fossil Energy	Clean Coal Technologies
Title: <i>Joint Statement of Intent on Clean Coal Technologies between the Department of Energy of the United States of America and the State of Rio Grande do Sul and the State of Santa Catarina, and the Sindicato Nacional da Industria da Extracao do Carvao, Eletrabras, and the Ministry of Mines and Energy of the Federal Republic of Brazil</i> Comment: Intention to cooperate between DOE, the State of Rio Grande do Sul, the State of Santa Catarina, The Sindicato Nacional da Industria da Extracao do Carvao, Eletrabras, and the Ministry of Mines and Energy of Brazil in clean coal technologies.									
655	550	6/20/2003	6/20/2008	Primary DOE			None	Science and Technology	Cooperation in Nuclear Energy
Title: <i>Agreement between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Federative Republic of Brazil Concerning Cooperation in Nuclear Energy</i> Comment:									

## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
75	412	10/14/1999	10/14/2000	Primary DOE			None	Energy Research and Development	Energy Technology
<p>Title: <i>Implementing Arrangement between the United States of America and the Federative Republic of Brazil for Cooperation in the Area of Energy Technology</i></p> <p>Comment: Umbrella Agreement</p>									
279	412	10/14/1999	10/14/2000	Secondary DOE		75	Primary DOE	Fossil Energy	Annex 1 - Coal and Power Systems
<p>Title: <i>Annex I to the Implementing Arrangement between the United States of America and the Federative Republic of Brazil for Cooperation in the Area of Energy Technology in the Field of Coal and Power Systems</i></p> <p>Comment: Exchange experience and views on clean coal technologies, advanced power systems, advanced coal preparation, and environmental monitoring technologies and standards</p>									
280	412	10/14/1999	10/14/2000	Secondary DOE		75	Primary DOE	Energy Efficiency and Renewable Energy	Annex 2 - Renewable Energy
<p>Title: <i>Annex II to the Implementing Arrangement between the United States of America and the Federative Republic of Brazil for Cooperation in the Area of Energy Technology in the Field of Renewable Energy</i></p> <p>Comment: Collaboration on renewables resource assessment, integration in electric utility, policy analysis, and identification of opportunities for renewable energy in Brazil.</p>									
281	412	10/14/1999	10/14/2000	Secondary DOE		75	Primary DOE	Energy Efficiency and Renewable Energy	Annex 3 - Energy Efficiency
<p>Title: <i>Annex III - to the Implementing Arrangement between the United States of America and the Federative Republic of Brazil for Cooperation in the Area of Energy Technology in the Field of Energy Efficiency</i></p> <p>Comment: Collaboration to increase energy, efficiency, promote global environmental protection, and stimulate the market in Brazil for energy efficiency goods and services.</p>									
76	332	4/18/1994	4/18/2004	Primary DOE			None	Arms Control and Nonproliferation	International Safeguards Applications
<p>Title: <i>Agreement between the United States Department of Energy and the Brazilian-Argentine Agency for Accounting and Control of Nuclear Materials Concerning Research and Development in Nuclear Material Control, Accountancy, Verification, and Advanced Containment and Surveillance Technologies for International Safeguards Applications</i></p> <p>Comment:</p>									
77	376	9/19/1995	9/19/2000	Primary DOE			None	Arms Control and Nonproliferation	International Safeguards Applications
<p>Title: <i>Agreement between the United States Department of Energy and the National Nuclear Energy Commission of Brazil Concerning Research and Development in Nuclear Material Control, Accountancy, Verification, and Physical Protection, and Advanced Containment and Surveillance Technologies for International Safeguards Applications</i></p> <p>Comment:</p>									
651	546	9/17/2001	9/17/2006	Secondary DOE		77	Primary DOE	Arms Control and Nonproliferation	Extension - Agreement bet. DOE and the National Nuclear Energy Commission
<p>Title: <i>Agreement to Extend the Agreement between the Department of Energy of the United States and the National Nuclear Energy Commission of Brazil Concerning Research and Development in Nuclear Material Control, Accountancy, Verification, Physical Protection, and Advanced Containment and Surveillance Technologies for International Safeguards Applications</i></p> <p>Comment: 5-year extension</p>									

Country: Canada

Thursday, July 17, 2003

All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Binding Type	Legally Parent ID	Parent Type	Subject	Brief Description
28	363	7/21/1995		Statement of Intent		21	Broad	Energy Efficiency and Renewable Energy	Building Energy Simulation Tools
<p>Title: <i>Statement of Intent between the United States Department of Energy and the Department of Natural Resources of Canada on Building Energy Simulation Tools</i></p> <p>Comment: Collaborate in building energy simulation R&amp;D and information dissemination</p>									
614	509	10/22/200	10/22/200	Primary DOE			None	Energy Efficiency and Renewable Energy	Arrangement between DOE and Dept. of Natural Resources Canada
<p>Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Department of Natural Resources Canada for Cooperation in the area of Microgeneration and Community Energy Systems</i></p>									
632	527	5/10/2000	5/10/2005	Primary DOE			None	Science and Technology	Cooperation in the area of Bioenergy
<p>Title: <i>Implementing Arrangement between the United States Department of Energy and the Department of Natural Resources of Canada for Cooperation in the area of Bioenergy</i></p> <p>Comment:</p>									
656	551	6/17/2003	6/17/2008	Primary DOE			None	Nuclear Energy	Nuclear Energy Research
<p>Title: <i>Implementing Arrangement between the United States Department of Energy and the Department of Natural Resources of Canada Limited for Collaboration in the area of Nuclear Energy Research</i></p> <p>Comment: Foreign Party for Atomic Energy of Canada Limited signed this agreement also on June 17, 2003.</p>									
81	425	3/18/1998	3/18/2008	Primary DOE			None	Energy Research and Development	Energy R&D
<p>Title: <i>Memorandum of Understanding between the Department of Energy of the United States of America and the Department of Natural Resources of Canada on Collaboration in Energy Research and Development</i></p> <p>Comment: Establish wider areas of cooperation for mutual benefit</p>									
524	469	2/1/2000	2/1/2005	Secondary DOE		81	Primary DOE	Fossil Energy	DOE/NRC/Can Fuel Cells Implementing Arrangement
<p>Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Department of Natural Resources Canada for Cooperation in the area of Fuel Cells</i></p> <p>Comment: Automatic Renewal after 5 years with written agreement of the participants.</p>									
525	470	2/1/2000	2/1/2005	Secondary DOE		81	Primary DOE	Fossil Energy	DOE/NRC/Can Fossil Fuels Implementing Arrangement
<p>Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Department of Natural Resources Canada for Cooperation in the area of Fossil Fuels</i></p> <p>Comment: Automatic renewal for 5 years with written agreement of the participants</p>									

## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
646	541	9/11/2002	9/11/2007	Tertiary DOE		525	Secondary DOE	Fossil Energy	Project Annex 1 - Weyburn CO2 Sequestration
<p>Title: <i>Project Annex 1 - Weyburn CO2 Sequestration Project under the Implementing Arrangement Between the Department of Energy of the United States of America and the Department of Natural Resources Canada for Cooperation in the Area of Fossil Fuels</i></p> <p>Comment:</p>									
27	341	11/18/199		Statement of Intent		21	Broad	Energy Efficiency and Renewable Energy	Biennial Biomass Conf. of the Americas
<p>Title: <i>Statement of Intent between the United States Department of Energy and the Department of Mines and Resources on Biennial Biomass Conference of Americas</i></p> <p>Comment: Collaborate in a biennial conference to present the latest results in biomass energy research and development.</p>									

### Country: Chile

35	352	3/7/1995		Statement of Intent			None	Energy Efficiency and Renewable Energy	Control Emissions of Greenhouse Gases
<p>Title: <i>Statement of Intent for Sustainable Development Cooperation and Joint Implementation of Measures to Control Emissions of Greenhouse Gases Between the Department of Energy of the United States of America and the National Energy Commission of Chile</i></p> <p>Comment: Intent to facilitate the development of joint implementation projects in order to encourage market deployment of greenhouse gas-reducing technologies, including energy efficiency and renewable energy technologies; education and training programs, etc.</p>									
474	430	4/18/1998	4/12/2000	Statement of Intent			None	Energy Efficiency and Renewable Energy	Natural Gas-Powered Bus Pilot Project
<p>Title: <i>Statement of Intent Concerning the Natural Gas-Powered Bus Pilot Project in the Metropolitan Region of Chile</i></p> <p>Comment: Signed in Santiago, Chile, during the SOAII</p>									

### Country: China

1	427	1/31/1979	4/30/2001	Intergovernmental			None	Science and Technology	Gov't to Gov't S&T
<p>Title: <i>Agreement between the Government of United States of America and the Government of People's Republic of China on Cooperation in Science and Technology</i></p> <p>Comment: Need copy of agreement</p>									
238	123	5/11/1983	4/30/2001	Primary DOE		1	Intergovernmental	Fusion Energy	Protocol on Nuclear Physics and Magnetic Fusion
<p>Title: <i>Protocol between the Department of Energy of the United States of America and the Ministry of Science and Technology of the People's Republic of China on Cooperation in the Fields of Nuclear Physics and Controlled Magnetic Fusion Research</i></p> <p>Comment: Cooperate in promoting each other's program in Nuclear Physics and Controlled Magnetic Fusion. Co-terminates with umbrella S&amp;T agreement</p>									
290	223	9/28/1987	4/30/2001	Secondary DOE		239	Primary DOE	Fossil Energy	Annex 2 - Mine Safety and Health
<p>Title: <i>Annex II to the Protocol on Cooperation in the Field of Fossil Energy Research and Development between the Department of Energy of the United States of America and the Ministry of Coal Industry of the People's Republic of China in the Area of Mine Safety and Health</i></p> <p>Comment: Co-terminates with the Protocol</p>									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
291	217	8/19/1987	4/30/2001	Secondary DOE		239	Primary DOE	Energy Research and Development	Annex 3 - Atmospheric Trace Gases
<p>Title: <i>Annex III to the protocol on fossil energy R&amp;D on Cooperation in the field of atmospheric trace gases</i></p> <p>Comment: Co-terminates with the Protocol</p>									
292	226	10/13/198	4/30/2001	Secondary DOE		239	Primary DOE	Fossil Energy	Annex 4 - Coal Preparation & Waste Stream Utilization
<p>Title: <i>Annex IV to protocol on cooperation in field of fossil energy R&amp;D between U.S. Department of Energy &amp; Ministry of Coal Industry of the People's Republic of China in the area of coal preparation and waste stream utilization</i></p> <p>Comment: TASKS PLANNED WERE COMPLETED IN 10/90. DISCUSSIONS ON POSSIBLE FURTHER COOPERATION IN COAL PREP. Co-terminates with the Protocol</p>									
293	227	10/13/198	4/30/2001	Secondary DOE		239	Primary DOE	Fossil Energy	Annex 5 - Atmospheric Fluidized Bed Combustion
<p>Title: <i>Annex V to protocol on cooperation in field of fossil energy R&amp;D between U.S. Department of Energy - Ministry of Coal Industry of the People's Republic of China in the area of atmospheric fluidized bed (AFB) combustion information exchange</i></p> <p>Comment: EXCHANGE OF REPORTS AND DATA Co-terminates with Protocol</p>									
296	349	2/23/1995	2/23/2000	Secondary DOE		239	Primary DOE	Fossil Energy	Annex 11 - Coal Bed Methane Recovery and Utilization
<p>Title: <i>Annex XI to the Protocol for Cooperation in the Field of Fossil Energy Research and Development between the Department Energy of the United States of America and the Ministry of Coal Industry of the People's Republic of China for Cooperation in the Area of Coalbed Methane Recovery and Utilization</i></p> <p>Comment: Promote technological and economic cooperation in coal bed methane recovery and utilization technology in order to make positive contributions toward improving recovery efficiency and utilization of globally significant natural gas energy resources.</p>									
297	348	2/23/1995	2/23/2000	Secondary DOE		239	Primary DOE	Fossil Energy	Annex 12 - Regional Climate Research
<p>Title: <i>Annex XII to the Protocol on Cooperation in the Field of Fossil Energy Research and Development between the Department Energy of the United States of America and the Ministry of Coal Industry of the People's Republic of China for Cooperation in the Area of Regional Climate Research with the China Meteorological Administration</i></p> <p>Comment: Establish a program of joint R&amp;D and information exchange to document regional climate and climate change, to predict regional climate and climate change and to identify regional impacts of climate</p>									
485	439	11/14/199	11/14/200	Secondary DOE		239	Primary DOE	Fossil Energy	Annex 13 - Fossil Fuel Utilization
<p>Title: <i>Annex XIII to the Protocol for Cooperation in the Field of Fossil Energy Research and Development between the Department of Energy of the United States of America and the Ministry of Coal Industry of the People's Republic of China in the Area of Fossil Fuel Utilization for Production of Chemicals</i></p> <p>Comment: Co-terminates with Protocol</p>									
298	413	11/14/199	11/14/200	Secondary DOE		239	Primary DOE	Fossil Energy	Annex 14 - Bilateral Consultations on Coal Industry
<p>Title: <i>Annex XIV to the Protocol for Cooperation in the field of Fossil Energy Research &amp; Development between the Department of Energy of the United States of America and the Ministry of Coal Industry of the People's Republic of China on Bilateral Consultations and Exchanges on Coal Industry Development and Information</i></p> <p>Comment: Co-terminates with the Protocol</p>									



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ID	File#	Start Date	End Date	Agreement Type	Binding Type	Parent ID	Parent Type	Subject	Brief Description
618	513	12/7/2000	12/7/2005	Secondary DOE		239	Primary DOE	Fossil Energy	Annex III - for Cooperation in the areas of Oil and Gas
<p><b>Comment:</b> <i>Annex III to the Protocol for Cooperation in the Field of Fossil Energy Technology Development and Utilization between the Department of Energy of the People's Republic of China and The Ministry of Science and Technology of the People's Republic of China for Cooperation in the areas of Oil and Gas</i></p>									
240	351	2/23/1995	2/22/2005	Primary DOE		1	Intergovernmental	Energy Efficiency and Renewable Energy	Protocol for Energy Efficiency and Renewable Energy
<p><b>Comment:</b> <i>Protocol for Cooperation in the Fields of Energy Efficiency and Renewable Energy Technology Development and Utilization between the Department of Energy of the United States of America and the Ministry of Science and Technology of the People's Republic of China</i></p>									
478	433	6/27/1995	6/27/2000	Secondary DOE		240	Primary DOE	Energy Efficiency and Renewable Energy	Annex 1 - 100 Counties Renewable Energy
<p><b>Title:</b> <i>Annex I to the Protocol for Cooperation in the Field of Energy Efficiency and Renewable Energy between the Department of Energy of the United States of America and the Ministry of Science and Technology of the People's Republic of China for Developing Cooperative Activities in the Area of Renewable Energy Under the Hundred Counties Integrated Rural Energy Development Program in China between the Department of Energy of the United States of America and the Ministry of Agriculture of the People's Republic of China</i></p>									
<p><b>Comment:</b> Remains in force for five years or until termination of the Protocol, whichever occurs first</p>									
399	420	10/25/1999	10/25/2000	Secondary DOE		240	Primary DOE	Energy Efficiency and Renewable Energy	Annex 2 - Wind Energy Development
<p><b>Title:</b> <i>Wind Energy Development in China Developing Cooperative Activities between the Department of Energy of the United States of America and the Ministry of Electric Power of the People's Republic of the United States of America and the State Science and Technology Commission of the People's Republic of China</i></p>									
<p><b>Comment:</b> Remains in force for five years or until termination of the Protocol, whichever occurs first</p>									
300	422	10/25/1999	10/25/2000	Secondary DOE		240	Primary DOE	Energy Efficiency and Renewable Energy	Annex 3 - Energy Efficiency
<p><b>Title:</b> <i>Annex III to the Protocol for Cooperation in the Fields of Energy Efficiency and Renewable Energy Technology Development and Utilization between the Department of Energy of the United States of America and the State Science and Technology Commission of the People's Republic of China in the Area of Energy Efficiency</i></p>									
<p><b>Comment:</b> Remains in force for five years or until termination of the Protocol, whichever occurs first</p>									
301	421	10/25/1999	10/25/2000	Secondary DOE		240	Primary DOE	Energy Efficiency and Renewable Energy	Annex 4 - Renewable Energy Business
<p><b>Title:</b> <i>Renewable Energy Business Development ANNEX IV Cooperative Activities between the Department of Energy of the United States of America and the State Science and Technology Commission of the People's Republic of China</i></p>									
<p><b>Comment:</b> Remains in force for five years or until termination of the Protocol, whichever occurs first</p>									
302	414	11/18/1999	11/18/2000	Secondary DOE		240	Primary DOE	Energy Efficiency and Renewable Energy	Annex 5 - Electric Vehicle Development
<p><b>Title:</b> <i>The Department of Energy of the United States of America and the Ministry of Science and Technology of the People's Republic of China for Cooperation in the Field of Energy Efficiency and Renewable Energy Technology Development and Utilization Annex V Electric Vehicle and Hybrid-Electric Vehicle Development</i></p>									
<p><b>Comment:</b> Remains in force for five years or until termination of the Protocol, whichever occurs first</p>									

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ID	File#	Start Date	End Date	Agreement Type	Binding	Parent ID	Parent Type	Subject	Brief Description
303	415	11/18/1999	11/18/2000	Secondary DOE	DOE	240	Primary DOE	Energy Efficiency and Renewable Energy	Annex 6 - Geothermal Production and Use
<p><i>United States of America and the State Science and Technology Commission of the People's Republic of China</i></p> <p>Title: <i>Geothermal Production and Use Cooperative Activities in the Field of Energy Efficiency and Renewable Energy Technology Development and Utilization between the Department of Energy of the People's Republic of China Annex 17 under The Protocol for cooperation in the field of Energy Efficiency and Renewable Energy Technology Development and Utilization between the Department of Energy of the People's Republic of the</i></p> <p>Comment: Remains in force for five years or until termination of the Protocol, whichever occurs first.</p>									
490	443	7/9/1998		Secondary DOE	DOE	240	Primary DOE	Energy Efficiency and Renewable Energy	Design Criteria for Energy Efficient Building
<p>Title: <i>Statement of Work between the Department of Energy of the United States of America and the Ministry of Science and Technology of the People's Republic of China</i></p> <p>Comment: Remains in force for five years or until termination of the Protocol, whichever occurs first.</p>									
563	486	5/11/2000	5/11/2005	Secondary DOE	DOE	240	Primary DOE	Energy Efficiency and Renewable Energy	Annex 7 - Renewable Energy Policy and Planning
<p>Title: <i>Renewable Energy Policy and Planning Annex 111 Cooperative Activities between Department of Energy of the United States of America and the State Development Planning Commission of the People's Republic of China</i></p> <p>Comment: Remains in force for five years or until termination of the Protocol, whichever occurs first.</p>									
616	511	7/18/2001		Secondary DOE	DOE	240	Primary DOE	Energy Efficiency and Renewable Energy	Design Criteria for Energy Efficient Building
<p>Title: <i>Amendment to The Statement of Work of July 9, 1998 between The Department of Energy of the United States of America and The Ministry of Science and Technology of the People's Republic of China</i></p> <p>Comment: Remains in force for five years or until termination of the Protocol, whichever occurs first.</p>									
621	516	2/12/2002	2/12/2007	Secondary DOE	DOE	240	Primary DOE	Energy Efficiency and Renewable Energy	Annex 11 - The State Power Corporation of China
<p>Title: <i>Agreement to Extend Annex II to the Protocol for Cooperation in the Fields of Energy Efficiency and Renewable Energy Technology Development and Utilization for Cooperative Activities in Wind Development in China between the Department of Energy of the United States of America and the State Power Corporation of China</i></p> <p>Comment: Remains in force for five years or until termination of the Protocol, whichever occurs first.</p>									
622	517	2/12/2002	2/12/2007	Secondary DOE	DOE	240	Primary DOE	Energy Efficiency and Renewable Energy	Annex III - State Planning Commission
<p>Title: <i>Agreement to Extend and Amend Annex III to the Protocol for Cooperation in the Fields of Energy Efficiency and Renewable Energy Technology Development and Utilization for Cooperative Activities in Energy Efficiency between The Department of Energy of the United States of America and the State Planning Commission of the People's Republic of China</i></p> <p>Comment: Remains in force for five years or until termination of the Protocol, whichever occurs first.</p>									
623	518	2/12/2002	2/12/2007	Secondary DOE	DOE	240	Primary DOE	Energy Efficiency and Renewable Energy	Annex IV - State Economic and Trade Commission
<p>Title: <i>Agreement to Extend and Amend Annex IV to the Protocol for Cooperation in the Fields of Energy Efficiency and Renewable Energy Technology Development and Utilization for Cooperative Activities in Renewable Energy Business Development between the Department of Energy of the United States of America and the State Economic and Trade Commission of the People's Republic of China</i></p> <p>Comment: Remains in force for five years or until termination of the Protocol, whichever occurs first.</p>									
241	38	1/31/1979	4/30/2001	Primary DOE	DOE	1	Intergovernmental	High Energy Physics	High Energy Physics
<p>Title: <i>Implementing Accord between the U.S. Department of Energy and the State Scientific and Technological Commission of the People's Republic of China on Cooperation in the Field of High Energy Physics</i></p> <p>Comment: Co-Terminates with the S&amp;T Agreement</p>									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
242	311	11/4/1992	11/4/2002	Primary DOE		1	Intergovernmental	High Energy Physics	Superconducting Super Collider
Title: <i>Implementing Accord between the U.S. Department of Energy and the Chinese Academy of Sciences for a Program of Collaboration on the Superconducting Super Collider</i> Comment:									
522	467	1/12/2000	1/12/2005	Primary DOE		1	Intergovernmental	Information and/or Personnel Exchange	Exchange of Energy Information
Title: <i>Protocol for Cooperation Concerning the Exchange of Energy Information between the Department of Energy of the United States of America and the National Bureau of Statistics of the People's Republic of China</i> Comment:									
531	476	4/20/2000	4/30/2001	Primary DOE		1	Intergovernmental	Fossil Energy	Fossil Energy Protocol
Title: <i>Protocol for Cooperation in the Field of Fossil Energy Technology Development and Utilization between the Department of Energy of the United States of America and the Ministry of Science and Technology of the People's Republic of China</i> Comment: Remains in force for 5 years from date of signature or as long as the Umbrella Agreement (US-China S&T) remains in force, whichever is shorter.									
649	544	11/19/200	11/19/200	Secondary DOE		531	Primary DOE	Fossil Energy	Annex II - Cooperation in the area of Clean Fuels
Title: <i>Annex II to the Protocol on Cooperation in the Field of Fossil Energy Technology Development and Utilization between The Department of Energy of the United States of America and The Ministry of Science and Technology of the People's Republic of China for Cooperation in the Area of Clean Fuels</i> Comment:									
3	410	10/29/199		Intergovernmental			None	*Other - Energy and Environment	Energy and Environment Cooperation Initiative
Title: <i>United States of American and People's Republic of China Energy and Environment Cooperation Initiative</i> Comment:									
31	347	2/23/1995		Statement of Intent			None	Nuclear Energy	Research Reactor Fuel
Title: <i>Statement of Intent between the Department of Energy of the United States of America and the China Atomic Energy Authority of the People's Republic of China on Research Reactor Fuel</i> Comment: Exchange information and views on opportunities for the conversion of research reactors to the use of low enriched uranium.									
493	445	6/29/1998	6/29/2003	Primary DOE			None	Nuclear Energy	Nuclear Technologies Agreement
Title: <i>Agreement between the Department of Energy of the United States of America and the State Development Planning Commission of the People's Republic of China on Cooperation Concerning Peaceful Uses of Nuclear Technologies</i> Comment: Subject to the Gov't to Gov't Peaceful Uses of Nuclear Energy Agreement signed July 23, 1985.									
494	445	6/29/1998	6/29/2003	Secondary DOE		493	Primary DOE	Nuclear Energy	Annex 1 - IPR
Title: <i>Annex 1- Intellectual Property</i> Comment: Attached to original agreement									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
620	515	5/11/2000	5/11/2005	Secondary DOE		493	Primary DOE	Energy Efficiency and Renewable Energy	Annex VII Title: <i>Renewable Energy Policy and Planning Annex VII Cooperative Activities Between the Department of Energy of the United States of America and the State Development Planning Commission of the People's Republic of China</i> Comment:
554	483	3/29/1999		Statement of Intent			None	*Other - Energy and Environment	MOU on Clean Energy Projects and Technologies Title: <i>Memorandum of Understanding Among The State Development Planning Commission of the People's Republic of China, China Development Bank, The United States Department of Energy, and Export Import Bank of the United States Regarding Cooperation on Clean Energy Projects and Technologies</i> Comment:
642	537	9/10/2002		Statement of Intent			None	Science and Technology	SOI - Clean Energy Technologies Title: <i>Statement of Intent between the Department of Energy of the United States of America and the Municipality of Beijing of the People's Republic of China Concerning Clean Energy Technologies</i> Comment:
84	345	2/23/1995		Primary DOE			None	*Other - Bilateral Energy Consultations	Bilateral Energy Consultations Title: <i>Memorandum of Understanding between the Department of Energy of the United States of America and the State Planning Commission of the People's Republic of China on Bilateral Energy Consultations</i> Comment: Desire to conduct bilateral energy consultations by forming a Chinese-American Ministerial Working Group to enhance the understanding of energy issues and promote the exchange of information on energy policies, programs and technologies

### Country: Costa Rica

36	401	5/9/1997	5/9/2002	Statement of Intent			None	Energy Efficiency and Renewable Energy	Electric Transport Title: <i>Statement of Intent by the Ministry of Environment and Energy of Costa Rica and the Department of Energy of the United States of America for Cooperation in the Field of Electric Transport</i> Comment:
504	451	11/17/199	11/17/200	Primary DOE			None	Arms Control and Nonproliferation	Sister Lab Arrangement Title: <i>Arrangement for information Exchange and Cooperation in the Area of Peaceful Uses of Nuclear Energy between Argonne National Laboratory and Atomic Energy Commission of Costa Rica</i> Comment: ACDA led sister lab.

### Country: Czech Republic

4	300	10/22/199	10/22/200	Intergovernmental			None	Science and Technology	Science & Technology Title: <i>Agreement between the Government of the Czech and Slovak Federal Republic and the Government of the United States of America for Scientific and Technological Cooperation</i> Comment: Develop, support and facilitate S&T cooperation between cooperating organizations between the two countries in the areas of basic science, environmental protection, medical sciences and health, agriculture, engineering research, energy, natural resources and their useful utilization, standardization, S&T policy and management.
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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
<b>Country: <u>Egypt</u></b>									
517	463	7/1/1999	7/1/2004	Primary DOE			None	Energy Research and Development	Energy Technology Agreement
Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Electricity and Energy of the Arab Republic of Egypt for Cooperation in Energy Technology</i>									
Comment:									
527	472	2/23/2000	2/23/2005	Secondary DOE		517	Primary DOE	Energy Efficiency and Renewable Energy	Annex 1 - Renewable Energy
Title: <i>Annex 1 to the Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Electricity and Energy of the Arab Republic of Egypt in the Field of Renewable Energy</i>									
Comment:									
528	473	2/23/2000	2/23/2005	Secondary DOE		517	Primary DOE	Energy Efficiency and Renewable Energy	Annex 2 - Fuel Cells
Title: <i>Annex 2 to the Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Electricity and Energy of the Arab Republic of Egypt for Cooperation in Energy Technology in the Field of Fuel Cells</i>									
Comment:									
<b>Country: <u>Estonia</u></b>									
526	471	2/4/2000	2/4/2003	Primary DOE			None	Fossil Energy	Oil Shale Research and Utilization
Title: <i>Agreement between the Department of Energy of the United States of America and the Ministry of Economic Affairs of the Republic of Estonia for Scientific and Technology Cooperation on Oil Shale Research and Utilization</i>									
Comment: Establishes a Joint Coordinating Committee to manage cooperative work under the agreement.									
99	353	3/13/1995	3/13/2000	Primary DOE			None	Environmental Restoration and Waste Management	Technical Cooperation in Clean-up Paldiski Site
Title: <i>Memorandum of Understanding between the Department of Energy of the United States and the Ministry of Economy of Estonia for Technical Cooperation in the Clean-up of the Paldiski Nuclear Training Site</i>									
Comment: Cooperate and share interests and objectives in environmental restoration and in the safe and effective management of hazardous wastes and the clean-up of the environment at and around the nuclear training site at Paldiski, Estonia.									
<b>Country: <u>European Atomic Energy Community (EURATOM)</u></b>									
568	490	1/6/1995	1/6/2005	Primary DOE			None	International Safeguards	EURATOM Safeguards
Title: <i>Agreement between the European Atomic Energy Community Represented by the Commission of the European Communities and the United States Department of Energy in the field of Nuclear Materials Safeguards Research and Development</i>									
Comment: Auto renewal for five years periods.									

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576	490	2/18/1999	2/18/2001	Secondary DOE		568	Primary DOE	International Safeguards	Action Sheet 10 - Tank Analysis
<p><b>Title:</b> <i>Action Sheet 10 - The United States Department of Energy (DOE) and The European Atomic Energy Community represented by The Commission of European Communities (EURATOM) for Computer Code Development for Automated Acquisition and Real-Time Analysis of Volume Measurement Data</i></p> <p><b>Comment:</b></p>									
612	507	5/14/2001	5/14/2006	Primary DOE			None	Fusion Energy	Fusion Agreement between EURATOM and DOE
<p><b>Title:</b> <i>Agreement for Cooperation between the European Atomic Energy Community Represented by the Commission of the European Communities and the Department of Energy of the United States of America in the Field of Fusion Energy Research and Development</i></p> <p><b>Comment:</b></p>									
<p><b>Country:</b> <u>European Union</u></p>									
648	543	5/14/2001	5/14/2006	Primary DOE			None	Science and Technology	Non-Nuclear Energy S&T Agreement
<p><b>Title:</b> <i>Implementing Agreement between the Department of Energy of the United States of America and the European Commission for Non-Nuclear Energy Scientific and Technological Co-operation</i></p> <p><b>Comment:</b></p>									
<p><b>Country:</b> <u>Finland</u></p>									
116	393	1/17/1997	1/17/2001	Primary DOE			None	Energy Research and Development	Energy R&D
<p><b>Title:</b> <i>Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Trade and Industry of Finland for Cooperation in Energy Research and Development</i></p> <p><b>Comment:</b> Auto renewal for 5 years</p>									
<p><b>Country:</b> <u>France</u></p>									
39	132	10/27/198		Secondary DOE		121	Primary DOE	Environmental Restoration and Waste Management	Radioactive Waste Management--West Valley
<p><b>Title:</b> <i>Statement of Intent between the United States Department of Energy and the French Commissariat a l'Energie Atomique on the West Valley Demonstration Project</i></p> <p><b>Comment:</b> Cooperate in the areas of treatment of radioactive waste and decontamination and decommissioning activities throughout the course of the DOE Demonstration Project at the Western New York Nuclear Service Center located at West Valley, New York.</p>									
40	185	6/20/1986		Secondary DOE		121	Primary DOE	Civilian Radioactive Waste Management	Low-Level Radioactive Waste
<p><b>Title:</b> <i>Statement of Intent between the United States Department of Energy and the French Commissariat a l'Energie Atomique in the Field of Low-Level Radioactive Waste</i></p> <p><b>Comment:</b> Confirm intent to expand radioactive waste management cooperation in the area of surface and subsurface disposal and storage of low-level radioactive waste, as well as defined activities.</p>									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
128	416	12/29/1999	12/29/2000	Primary DOE			None	Arms Control and Nonproliferation	Material Control and Accounting
<p>Title: <i>Agreement between the Department of Energy of the United States and the Commissariat a l'Energie Atomique of France Concerning Research and Development in the Field of Nuclear Material Control and Accounting Measures</i></p> <p>Comment: Cooperate on research, development, testing and evaluation in the area of nuclear material control and accounting measures</p>									
577	416	1/20/2000	1/20/2001	Secondary DOE		128	Primary DOE	Arms Control and Nonproliferation	Action Sheet 2 - Isotopic Analysis Evaluation Using the PC/FRAM Physics Isotopics
<p>Software</p> <p>Title: <i>Action Sheet No. 2 The United States Department of Energy (DOE) and The Commissariat a l'Energie Atomique (CNEA) of France for Isotopic Analysis Evaluation Using the PC/FRAM Physics Isotopics Software</i></p> <p>Comment:</p>									
129	417	12/29/1999	12/29/2000	Primary DOE			None	Arms Control and Nonproliferation	Physical Protection of Nuclear Materials
<p>Title: <i>Agreement between the Department of Energy of the United States and the Commissariat a l'Energie Atomique of France Concerning Research and Development in the Field of Physical Protection of Nuclear Materials and Facilities</i></p> <p>Comment: Improve the US &amp; France nuclear materials and facilities physical protection procedures</p>									
367	417	3/14/2000	3/14/2002	Secondary DOE		129	Primary DOE	International Safeguards	Action Sheet 3 - Nuclear Materials Security
<p>Transportation</p> <p>Title: <i>Action Sheet No. 3 The United States Department of Energy (DOE) and the Commissariat a l'Energie Atomique of France (CEA) for Nuclear Transportation Security</i></p> <p>Comment:</p>									
130	357	4/26/1995	4/26/2005	Primary DOE			None	High Energy Physics	Accelerator Driven Technology
<p>Title: <i>Agreement between the Department of Energy and the Commissariat a l'Energie Atomique for Cooperation in Research Development and Application for Accelerators driven Technology</i></p> <p>Comment: Conduct cooperative program of scientific and technical engineering in research, development and application for accelerator driven technology</p>									
131	377	9/20/1995	9/20/2000	Primary DOE			None	Civilian Radioactive Waste Management	Radioactive Waste Management
<p>Title: <i>Agreement between the United States Department of Energy and the French Commissariat a l'Energie Atomique in the field of Radioactive Waste Management</i></p> <p>Comment: Cooperation in the management of radioactive wastes for the purpose of minimizing the consequences of radioactive contamination on health and environment and promoting the safe and economic application of nuclear energy. Cooperation includes: characterization of geologic formations; field/laboratory testing; preparation/packaging of radioactive wastes; disposal in geologic formations; environmental and safety issues, etc</p>									
132	379	10/8/1995	10/8/2000	Primary DOE			None	Civilian Radioactive Waste Management	Radioactive Waste Management
<p>Title: <i>Agreement between the United States Department of Energy and the National Radioactive Waste Management Agency of France in the Field of Radioactive Waste Management</i></p> <p>Comment: Cooperate for purposes of minimizing consequences of radioactive contamination on health and environment and promoting safe and economic application of nuclear energy.</p>									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
564	487	5/9/2000	5/9/2005	Primary DOE			None	Defense Programs	DOE/DGA Emerging Technologies
<p><b>Title:</b> <i>Technical Arrangement between the Department of Energy of the United States of America and the Minister of Defense of the French Republic Concerning Cooperation in the Application of Emerging Technologies</i></p> <p><b>Comment:</b> Auto Renewal for 5 year periods.</p>									
582	257	8/9/1994	8/9/2004	Primary DOE			None	Defense Programs	1994- High Energy Lasers
<p><b>Title:</b> <i>Agreement between the Department of Energy of the United States of America and the Commissariat a l'Energie Atomique of France of Cooperation in Research, Development and Applications of High Energy Lasers and high Energy Laser-Mater Interaction Physics</i></p> <p><b>Comment:</b></p>									
316	342	11/19/1999		Secondary DOE		582	Primary DOE	Defense Programs	Megajoule-Class Solid State Lasers - IA #1
<p><b>Title:</b> <i>Implementing Arrangement 1 between the United States Department of Energy and the French Atomic Energy Commission concerning Sharing of Science and Technology Information Related to Megajoule-class Solid State Lasers</i></p> <p><b>Comment:</b> Sharing of specific S&amp;T information related to megajoule-class solid state lasers.</p>									
317	343	11/19/1999	8/9/2004	Secondary DOE		582	Primary DOE	Defense Programs	Megajoule-Class Solid State Laser Technology - IA
<p><b>Title:</b> <i>Implementing Arrangement #2 between the United States Department of Energy and the French Commissariat a l'Energie Atomique on Cooperation in Megajoule-Class Solid State Laser Technology</i></p> <p><b>Comment:</b> Implement cooperative activities in research and development in megajoule-class solid state laser technology (high-power, high-energy solid state lasers and target experimental chambers and support</p>									
601	496	9/18/2000	9/18/2005	Primary DOE			None	Nuclear Energy	Advanced Nuclear Reactor
<p><b>Title:</b> <i>Agreement between The Department of Energy of the United States of America and The Commissariat A L'Energie Atomique of France for Cooperation in Advanced Nuclear Reactor Science and Technology</i></p> <p><b>Comment:</b></p>									
635	530	7/9/2001	7/9/2006	Secondary DOE		601	Primary DOE	Nuclear Energy	Advanced Nuclear Reactor Science and Technology (I-NERI)
<p><b>Title:</b> <i>Implementing Arrangement No. 1 under the Agreement between the Department of Energy of the United States of America and Commissariat A L'Energie Atomique of France for Cooperation in Advanced Nuclear Reactor Science and Technology</i></p> <p><b>Comment:</b> International Nuclear Energy Research Initiative</p>									
629	524	1/2/2002	1/2/2007	Statement of Intent			None	Exchange of Information on Research in Life Sciences	SOI between DOE and France
<p><b>Title:</b> <i>Statement of Intent Between the Department of Energy of the United States of America and the Commissariat A L'Energie Atomique of France Concerning Exchange of Information on Research in Life Sciences</i></p> <p><b>Comment:</b></p>									
630	525	3/13/2002	3/12/2007	Primary DOE			None	Computer Sciences	Computer Sciences
<p><b>Title:</b> <i>Agreement between the Department of Energy of the United States of America and the Commissariat A L'Energie Atomique of France Concerning Cooperation in Computer Sciences</i></p> <p><b>Comment:</b></p>									

Thursday, July 17, 2003



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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
631	526	3/13/2002	3/13/2007	Primary DOE			None	Fundamental Science	Fundamental Science on Stockpile Stewardship
Title: <i>Agreement between the Department of Energy of the United States of America and the Commissariat A L'Energie Atomique of France Concerning Cooperation in Fundamental Science Supporting Stockpile Stewardship</i> Comment:									
650	545	5/23/2002	5/23/2007	Primary DOE			None	Civilian Radioactive Waste Management	Radioactive Waste Management Agreement
Title: <i>Agreement between the Department of Energy of the United States of America and the Commissariat A L'Energie Atomique of France in the field of Radioactive Waste Management</i> Comment:									

Country: Germany

613	508	7/24/2001	7/24/2006	Primary DOE			None	Science and Technology	Agreement between DOE and Germany on Plasma Physics
Title: <i>Implementing Agreement between the Federal Ministry of Education and Research of the Federal Republic of Germany and the Department of Energy of the United States of America on Collaboration in the Field of Dense Plasma Physics</i> Comment:									
88	419	2/20/1998	2/20/2003	Primary DOE			None	Energy Research and Development	Energy Research
Title: <i>Agreement Between the Department of Energy of the United States of America and the Federal Ministry of Education, Science, Research and Technology of the Federal Republic of Germany on Cooperation in Energy Research, Science and Technology, and Development</i> Comment: Auto renewal for 5 year periods Broad-based umbrella agreement to allow formal cooperation in various program areas									
480	434	5/12/1998	5/12/2001	Secondary DOE		88	Primary DOE	Environmental Restoration and Waste Management	Project Transportation of Rad Waste
Title: <i>Project Agreement between the Department of Energy of the United States of America and the Federal Institute for Material Research and Testing of the Federal Republic of Germany: Technical Exchange and Cooperation on Transportation Requirements in the Field of Management of Radioactive Waste</i> Comment:									
93	31	9/27/1977		Primary DOE			None	Arms Control and Nonproliferation	Nuclear Materials Safeguards/Physical Security
Title: <i>Agreement between the United States Department of Energy and the Federal Minister for Research and Technology of Germany Cooperate in the field of Nuclear Material Safeguards and Physical Security Research and Development</i> Comment: Open-end expiration date									

Country: Ghana

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
149	392	10/1/1996	10/1/2001	Primary DOE			None	Energy Research and Development	Energy Policy, S&T and Development
<p><b>Title:</b> <i>Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Mines and Energy of the Republic of Ghana on Cooperation in Energy Policy, Science and Technology, and, Development</i></p> <p><b>Comment:</b> Facilitate and establish cooperative activities in such areas as: energy efficiency and renewable energy; fossil energy, including natural gas, liquefied petroleum gas, and clean coal technologies; environmental management, including utilization of energy technologies, particularly cost-effective technologies aimed at reducing emissions of greenhouse gases and minimizing environmental impacts; independent power project development, etc</p>									
330	399	2/27/1997	2/27/2001	Secondary DOE		149	Primary DOE	Energy Efficiency and Renewable Energy	Industrial Assessment Center
<p><b>Title:</b> <i>Implementing Arrangement Between the Department of Energy of the United States of America and the Ministry of Mines and Energy of the Republic of Ghana: Exchange of Information, Technical Assistance and Collaboration for the Establishment of the Industrial Assessment Center at the University of Science and Technology in Kumasi, Ghana</i></p> <p><b>Comment:</b></p>									
43	378	9/29/1995		Statement of Intent			None	Energy Efficiency and Renewable Energy	Energy Efficiency and Renewable Energy
<p><b>Title:</b> <i>Statement of Intent between the Department of Energy of the United States and the Ministry of Mines and Energy of the Republic of Ghana to Cooperate in the Fields of Energy Efficiency and Renewable Energy</i></p> <p><b>Comment:</b> Exchanging experience and views on opportunities for the utilization of energy efficiency and renewable energy technologies.</p>									
44	380	10/30/199		Primary DOE			None	Nuclear Energy	Peaceful Uses of Nuclear Energy
<p><b>Title:</b> <i>Memorandum of Understanding for the Exchange of Technical Information and for Cooperation in the Field of Peaceful Uses of Nuclear Energy between the Ghana Atomic Energy Commission and Argonne National Laboratory</i></p> <p><b>Comment:</b> Establish the basis for a cooperative institutional relationship for the exchange of S&amp;T information regarding the peaceful uses of atomic energy. This is between Ghana Atomic Energy Commission and ARGONNE NATIONAL LAB)</p>									

### Country: India

615	510	9/13/2000	9/13/2005	Primary DOE			None	Energy Efficiency and Renewable Energy	MOU between DOE and India concerning Energy Consultations
<p><b>Title:</b> <i>Memorandum of Understanding between the Ministry of Power of the Republic of India and the Department of Energy of the United States of America Concerning Energy Consultations</i></p> <p><b>Comment:</b></p>									

### Country: Israel

156	384	2/1/1996	2/1/2001	Primary DOE			None	Energy Efficiency and Renewable Energy	Energy Cooperation
<p><b>Title:</b> <i>Agreement between the Department of Energy of the United States of America and the Ministry of Energy and Infrastructure of Israel Concerning Energy Cooperation</i></p> <p><b>Comment:</b> Establish a framework for collaboration in energy R&amp;D activities including: solar energy; biomass; energy efficiency; wind energy; fossil energy, including oil, gas and coal; electric power production and transmission. Annex I on Intellectual Property and Annex II on Security Obligations are attached. Discussion underway in clean coal technology and electric vehicles.</p>									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
530	475	2/22/2000		Statement of Intent			None	Arms Control and Nonproliferation	SOI on Nonproliferation, Arms Control and Regional Security
Title: <i>Letter of Intent between the Department of Energy of the United States of America and the Atomic Energy Commission of Israel on cooperation in the Fields of Non-Proliferation, Arms Control, and Regional Security</i>									
Comment:									
617	512	10/23/2000	10/23/2000	Primary DOE			None	Energy Efficiency and Renewable Energy	Cooperation in the Field of High Temperature Superconductivity
Title: <i>Implementation Agreement 3 between the Department of Energy of the United States of America and the Ministry of National Infrastructure of the State of Israel for Cooperation in the Field of High Temperature Superconductivity</i>									
Comment:									

## Country: Italy

160	358	5/26/1995	5/26/2000	Primary DOE			None	Energy Research and Development	Energy R&D
Title: <i>Agreement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce and Handicraft of the Italian Republic in the Field of Energy Research and Development</i>									
Comment: continues 1985 MOU in Energy R&D									
344	358	5/7/1997		Secondary DOE		160	Primary DOE	Fossil Energy	Annex 3 - Fossil Energy
Title: <i>Annex III to the Agreement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce and Handicraft of the Republic of Italy to Cooperate in the Field of Fossil Energy</i>									
Comment: Two additional areas were added in March 1998, fuel cells for power applications and externally fired combined cycle systems									
345	358	3/24/1998	3/24/2003	Secondary DOE		160	Primary DOE	Energy Efficiency and Renewable Energy	Annex 4 - Advanced Geothermal Technology
Title: <i>Annex IV to the Agreement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce and Handicraft of the Republic of Italy in the Field of Energy Research and Development for Cooperation on Advanced Geothermal Technology</i>									
Comment: Provides for collaboration between Lardello and the Geysir Geothermal Facilities									
346	358	3/24/1998	3/24/2008	Secondary DOE		160	Primary DOE	Energy Efficiency and Renewable Energy	Annex 5 - Biomass Energy
Title: <i>Annex V to the Agreement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce and Handicraft of the Republic of Italy in the Field of Energy Research and Development for Cooperation in the Field of Biomass Energy</i>									
Comment: Information Exchange on biomass systems Task sharing on hot gas clean-up for medium-scale gasifiers.									
347	358	3/24/1998	3/24/2008	Secondary DOE		160	Primary DOE	Energy Efficiency and Renewable Energy	Annex 6 - Photovoltaic Technology
Title: <i>Annex VI to the Agreement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce and Handicraft of the Republic of Italy in the Field of Energy Research and Development for Cooperation in the Field of Photovoltaic Technology</i>									
Comment: Info exchange on reducing manufacturing costs of PV cells. Cooperation on guidelines for building integrated PV systems									

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ID	File#	Start Date	End Date	Agreement Type	Parent ID	Parent Type	Subject	Brief Description
492	444	7/10/1998	7/10/2003	Secondary DOE	160	Primary DOE	Energy Research and Development	Annex 7 - Electric and Hybrid Vehicles
<p><i>Energy</i>            Title: Annex VII to the Agreement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce and Handicrafts of the Republic of Italy in the Field of Research and Development for Cooperation in the Field of Electric and Hybrid Vehicles            Comment: Remains in force for 5 years or until the Agreement expires, whichever is sooner.</p>								
7	323	10/4/1993	10/4/2003	Intergovernmental	None	None	Science and Technology	Govt to Govt S & T
<p>Title: Agreement between the Government of the United States of America and the Government of Italy which allows U.S. Government agencies to undertake cooperation in their respective areas of responsibility.            Comment: Science and Technology agreement between the United States and the Government of Italy which allows U.S. Government agencies to undertake cooperation in their respective areas of responsibility.            Renewed last in 1998.</p>								
46	323	10/31/198		Statement of Intent	7	Intergovernmental	Information and/or Personnel Exchange	Synchrotron Light Source
<p>Title: Protocol of Intent of Intent between the Department of Energy of the United States of America and the Ministry of the University and of Scientific and Technological Research of the Republic of Italy            Comment:</p>								
<b>Country: Japan</b>								
251	385	5/3/1996	5/3/2001	Primary DOE	10	Intergovernmental	Science and Technology	DOE/STA Basic Science & Technology
<p>Title: Implementing Arrangement between the Department of Energy of the United States of America and the Science and Technology Agency of Japan in the Field of Basic Science and Technology            Comment: Determine cooperation on joint projects in the field of basic S&amp;T which may include nuclear physics, synchrotron radiation, medical application of the radiation produced by accelerators, spin physics program at the Relativistic Heavy Ion Collider and biologic effects of radiation.</p>								
166	195	12/3/1986	12/2/2001	Primary DOE	None	Nuclear Energy	Nuclear Energy	Radioactive Waste Management
<p>Title: Agreement between the United States Department of Energy and the Nuclear Fuel Development Corp of Japan in the Area of Radioactive Waste Management            Comment: Study topics and develop cooperatively and jointly technology and techniques necessary for the safe management of radioactive wastes.</p>								
511	195	7/17/1998	7/17/2000	Secondary DOE	166	Primary DOE	Civilian Radioactive Waste Management	Project Annex on Engineered Barriers
<p>Title: Project Annex for Cooperation in Near-Field Performance and Analyses on the Long-Term Behavior of the Engineered Barriers under the Agreement between the Department of Energy of the States of America and the Power Reactor and Nuclear Fuel Development Corporation Japan in the Area of Radioactive Waste Management            Comment:</p>								
395	365	2/19/1997	5/19/2000	Secondary DOE	171	Primary DOE	Arms Control and Nonproliferation	Action Sheet 30 - Randomized Inspection
<p>Title: Action Sheet PNC 30 The United States Department of Energy (DOE) and The Power Reactor and Nuclear Fuel Development Corporation of Japan (PNC) for Joint Study of Improved Safeguards Methodology Using Non-Notice Randomized Inspection            Comment:</p>								

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545	365	12/18/199	12/18/200	Secondary DOE		171	Primary DOE	Arms Control and Nonproliferation	Action Sheet 37 - A-MAGB at Plutonium Fuel Production Facility  Title: <i>Action Sheet 37 between the United States Department of Energy (DOE) and the Japan Nuclear Cycle Development Institute (JNC) for Development of Plutonium Isotopic Systems for Measuring Containers in the Advanced Material Accountancy Glove Box at PFPF</i> Comment:
546	365	12/18/199	12/18/200	Secondary DOE		171	Primary DOE	Arms Control and Nonproliferation	Action Sheet 38 - Remote Monitoring for Tokai  Title: <i>Action Sheet 38 between the United States Department of Energy (DOE) and the Japan Nuclear Cycle Development Institute (JNC) for Development of Remote Monitoring for Tokai Vitrification Facility Safeguards System</i> Comment:
547	365	3/12/1999	3/12/2002	Secondary DOE		171	Primary DOE	Arms Control and Nonproliferation	Action Sheet 39 - Radiation Sensor Monitors at  Title: <i>Action Sheet 39 between The United States Department of Energy (DOE) and The Japan Nuclear Cycle Development Institute (JNC) for Development of Radiation Sensor Monitors to Improve Dual CS at Monju Reactor Core</i> Comment:
548	365	3/22/1999	3/22/2002	Secondary DOE		171	Primary DOE	Arms Control and Nonproliferation	Action Sheet 40 - Isotope Dilution Gamma-Ray Spectrometry  Title: <i>Action Sheet (40) between The United States Department of Energy (DOE) and The Japan Nuclear Cycle Development Institute (JNC) for Joint Research and Development Study of the Metrology of the Isotope Dilution Gamma-Ray Spectrometry (IDGS)</i> Comment:
549	365	3/24/1999	9/24/2000	Secondary DOE		171	Primary DOE	Arms Control and Nonproliferation	Action Sheet 41 Conceptual Design for RETF Safeguards System Phase 2  Title: <i>Action Sheets 41 between The Japan Nuclear Cycle Development Institute (JNC) And The United States Department of Energy (DOE) For Joint Study on the Conceptual Design for the RETF Safeguards System (Phase-2)</i> Comment:
173	356	4/11/1995	4/11/2005	Primary DOE		None		Nuclear Energy	Nuclear Reactor Technologies R&D  Title: <i>Memorandum of Understanding between the United States Research and Development Organizations and the Japanese Research Organizations for Cooperation in Nuclear Reactor Technologies Research and Development</i> Comment: Provide a vehicle for cooperation between DOE and its national laboratories, EPRI and the Advanced Reactor Corporation, and the Japanese R&D Organizations, including PNC, JAPC, JAERI and CRIEPI to cooperate in nuclear reactor technologies R&D.
174	362	7/17/1995	7/17/2005	Primary DOE		None		Nuclear Energy	Nuclear Research and Development - JAERI  Title: <i>Agreement between the Department of Energy of the United States of America and the Japan Atomic Energy Research Institute in the Field of Nuclear Research and Development</i> Comment: Cooperation to conduct programs associated with nuclear R&D in such areas as basic nuclear S&T, nuclear safety, and advanced nuclear technologies.

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ID	File#	Start Date	End Date	Agreement Type	Parent Legally Binding ID	Parent Type	Subject	Brief Description
197	428	4/23/1998	4/23/2001	Secondary DOE	174	Primary DOE	High Energy Physics	Collaborative program for target development for high power spallation neutron sources
<p><b>Title:</b> Specific Memorandum of Agreement between the Japan Atomic Energy Research Institute and the Department of Energy of the United States of America for Collaborative Program of Target Development for High Power Spallation Neutron Sources</p> <p><b>Comment:</b> Work will be performed at the Alternating Gradient Synchrotron facility at Brookhaven National Laboratory.</p>								
481	435	6/9/1997	6/9/2007	Secondary DOE	174	Primary DOE	Arms Control and Nonproliferation	SMA - Safeguards
<p><b>Title:</b> Specific Memorandum of Agreement Between the Japan Atomic Energy Research Institute and the Department of Energy of the United States of America Concerning Research and Development in Nuclear Material Control, Accountancy, Verification and Physical Protection</p> <p><b>Comment:</b></p>								
523	468	1/27/2000	1/27/2005	Primary DOE	None	Arms Control and Nonproliferation	DOE/NRC Safeguards Agreement	
<p><b>Title:</b> Agreement between the Department of Energy of the United States of America and the Japan Nuclear Cycle Development Institute For Cooperation in Research and Development (R&amp;D) Concerning Nuclear Material Control and Accounting Measures for Safeguards and Nonproliferation</p> <p><b>Comment:</b> Improving the efficiency and effectiveness of equipment and techniques for safeguards and nonproliferation to implement policies and procedures pursuant to the non-proliferation treaty.</p>								
550	482	1/27/2000	7/27/2001	Secondary DOE	523	Primary DOE	Arms Control and Nonproliferation	Action Sheet 42 Measurement Methods for Scrap Materials
<p><b>Title:</b> Action Sheet 42 between The Japan Nuclear Cycle Development Institute (JNC) and The United States Department of Energy (DOE) For Investigation of Measurements Methods for Scrap Materials with High Impurities</p> <p><b>Comment:</b></p>								
551	482	1/27/2000	1/27/2003	Secondary DOE	523	Primary DOE	Arms Control and Nonproliferation	Action Sheet 43 NDA Techniques at Niingyo In-Process and Waste Invention at the Niingyo Enrichment Plant
<p><b>Title:</b> Action Sheet 43 between The United States Department of Energy (DOE) and The Japan Nuclear Cycle Development Institute (JNC) for Design Studies and Development of NDA Techniques for In-Process and Waste Invention at the Niingyo Enrichment Plant</p> <p><b>Comment:</b></p>								
552	482	1/27/2000	1/27/2002	Secondary DOE	523	Primary DOE	Arms Control and Nonproliferation	Action Sheet 44 - Dry Reprocessing Methods
<p><b>Title:</b> Action Sheet 44 between The Japan Nuclear Cycle Development Institute (JNC) and The United States Department of Energy (DOE) for A Joint Study of Safeguards Systems for Dry Reprocessing</p> <p><b>Comment:</b></p>								
553	482	1/27/2000	1/27/2003	Secondary DOE	523	Primary DOE	Arms Control and Nonproliferation	Action Sheet 45 Remote Monitoring System at PFPP
<p><b>Title:</b> Action Sheet 45 between The United States Department of Energy (DOE) and The Japan Nuclear Cycle Development Institute (JNC) for Development of the Integrated Remote Monitoring System at the Plutonium Fuel Production Facility in Japan</p> <p><b>Comment:</b></p>								

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597	492	8/22/2000	8/22/2005	Primary DOE			None	Nuclear Energy	Agreement for Nuclear Technologies
<p>Title: <i>Agreement Between The Department of Energy of the United States of America and The Japan Nuclear Cycle Developments Institute in the Field of Nuclear Technologies.</i></p> <p>Comment:</p>									
640	535	7/10/2002	7/10/2005	Primary DOE			None	Civilian Radioactive Waste Management	Nuclear Waste Management Organization (NUMO)
<p>Title: <i>Agreement between the Department of Energy of the United States of America and the Nuclear Waste Management Organization of Japan in the Field of Radioactive Waste Management</i></p> <p>Comment:</p>									
643	538	9/2/2002	9/2/2005	Primary DOE			None		Agreement bet. DOE and the Japan Atomic Energy Research Institute
<p>Title: <i>Specific Memorandum of Agreement between the Department of Energy of the United States of America and the Japan Atomic Energy Research Institute on Cooperation in the Field of Synchrotron Radiation Research</i></p> <p>Comment:</p>									
653	548	3/19/2003	3/19/2008	Primary DOE			None	Civilian Radioactive Waste Management	Radioactive Waste Management
<p>Title: <i>Agreement between the Department of Energy of the United States of America and the Japan Nuclear Cycle Development Institute in the Field of Radioactive Waste Management</i></p> <p>Comment:</p>									
657	552	8/18/2000	8/18/2005	Amendment		263	None	Fusion Energy	Amendment V
<p>Title: <i>Amendment V to the Agreement between the Japan Atomic Energy Research Institute and the United States Department of Energy on Cooperation in Doublet III Project</i></p> <p>Comment:</p>									
8	42	5/2/1979	5/1/2005	Intergovernmental			None	Energy Research and Development	US/Japan Energy and Related Fields
<p>Title: <i>Agreement between the Government of the United States of America and the Government of Japan on Cooperation in Research and Development in Energy and Related Fields</i></p> <p>Comment: Maintaining and intensifying cooperation in research and development in energy and related fields.</p>									
22	114	1/24/1983	5/1/2005	Broad		8	Intergovernmental	Fusion Energy	Fusion Energy
<p>Title: <i>Exchange of Notes establishing the Cooperation in Fusion Research and Development</i></p> <p>Comment: A cooperative program for the exchange of information, personnel and equipment, and special activities as may be mutually agreed, in various technical areas of fusion energy between DOE and the Ministry of Education, the STA, MONBUSHO, and the MITI, as established by an exchange of diplomatic notes and separate agreements within each organization. Remains in force as long as the Agreement between US-Japan on Cooperation in Research and Development in Energy and Related Fields remains in force.</p>									
255	116	1/25/1983	5/1/2005	Primary DOE		22	Broad	Fusion Energy	Fusion Energy - MITI
<p>Title: <i>Exchange of Letters establishing the MITI-DOE Cooperation in Fusion Research and Development</i></p> <p>Comment: Remains in effect as long as the Exchange of Notes between USA-Japan on Cooperation in Fusion Research and Development</p>									

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256	117	1/25/1983	5/1/2005	Primary DOE		22	Broad	Fusion Energy	Fusion Energy - STA - Primary DOE agreement
<p><b>Title:</b> <i>Exchange of Letters establishing the STA-DOE Cooperation in Fusion Research and Development</i></p> <p><b>Comment:</b> Remains in effect as long as the Exchange of Notes between USA-Japan on Cooperation in Fusion Research and Development</p>									
417	134	11/8/1983	5/1/2005	Secondary DOE		256	Primary DOE	Fusion Energy	Fusion Research and Development - JAERI
<p><b>Title:</b> <i>Implementing Arrangement between the Japan Atomic Energy Research Institute and the United States Department of Energy on Cooperation in Fusion Research and Development</i></p> <p><b>Comment:</b> Appoint coordinators to report to Fusion Committee and to cooperate in such areas as plasma-containment devices, such as tokamaks; joint research related to plasma physics; magnetic fusion concepts; magnetic systems for fusion devices; plasma engineering; fusion-reactor materials, fusion-systems engineering; environmental and safety aspects of fusion energy; plasma diagnostics and vacuum technology; and applications of fusion energy.</p>									
463	133	11/8/1983	3/31/2004	Tertiary DOE		417	Secondary DOE	Fusion Energy	Annex 1 - First Wall and Blanket Structural
<p><b>Title:</b> <i>Annex 1 to Implementing Arrangement between Japan Atomic Energy Research Institute and U.S. Department of Energy on Cooperation in Fusion Research and Development U.S.-Japan Collaborative Testing of First Wall and Blanket Structural Materials with Mixed Spectrum Fission Reactors</i></p> <p><b>Comment:</b> JOINT IRRADIATION EXPERIMENTS AND EVALUATION OF RESULTS.</p>									
466	210	6/11/1987	6/11/2001	Tertiary DOE		417	Secondary DOE	Fusion Energy	Annex 4 - Fusion - Fuel Processing
<p><b>Title:</b> <i>Annex IV to the Implementing Arrangement between the Japan Atomic Energy Research Institute and the United States Department of Energy on Cooperation in Fusion Research and Development for the DOE-JAERI Collaborative Program Technology for Fusion-Fuel Processing</i></p> <p><b>Comment:</b> Define, conduct, evaluate the joint operation/experiments on fusion fuel technology with TSTA at LANL for the purposes of developing and demonstrating fuel process technology for fusion power systems; developing/testing environmental/personnel protective systems for tritium handling; developing/testing/qualifying equipment and material for tritium services in the fusion energy program.</p>									
471	270	1/11/1990	1/11/2005	Tertiary DOE		417	Secondary DOE	Fusion Energy	Annex 9 - Data Link
<p><b>Title:</b> <i>Annex IX to the Implementing Arrangement between the Japan Atomic Energy Research Institute and United States Department of Energy on Cooperation in Fusion Research and Development for the DOE-JAERI Collaboration on the Data Link</i></p> <p><b>Comment:</b> Establish the Data Link to facilitate rapid information exchanges between fusion researchers of the Parties through (1) code development and/or usage, (2) data analysis and/or theory/experiment comparison, (3) access to computers in home countries by visiting scientists for computations related to purpose of visit, (4) administration of the Data Link. VISITS: Yes DURATION: To Be Determined DOE/HQ CONTACT: Arthur Katz, ER-523, (301) 903-4932; FTS: 233-4932.</p>									
257	115	1/29/1983	5/1/2005	Primary DOE		22	Broad	Fusion Energy	Fusion Energy - Monbusho - Primary DOE
<p><b>Title:</b> <i>Exchange of Letters establishing the Monbusho-DOE Cooperation in Fusion Research and Development</i></p> <p><b>Comment:</b> Remains in effect as long as the Exchange of Notes between USA-Japan on Cooperation in Fusion Research and Development</p>									
419	214	7/17/1987	7/19/2001	Secondary DOE		257	Primary DOE	Fusion Energy	Annex 1 - Irradiation Effects Utilizing Fission
<p><b>Title:</b> <i>Annex 1 to 01/25/83 exchange of letters between Japan Ministry of Education (Monbusho) and USDOE on cooperation in fusion R&amp;D for collaboration in fundamental studies of irradiation effects in fusion materials utilizing fission</i></p> <p><b>Comment:</b> JOINT IRRADIATION AND EVALUATION EXPERIMENTS ON MATERIALS</p>									



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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
420	258	12/12/198	12/21/200	Secondary DOE		257	Primary DOE	Fusion Energy	Annex 2 - Data Link & Data Link Projects for Title: <i>Annex II to the January 25, 1983 Exchange of Letters between Monbusho of Japan and the Department of Energy of the United States on Cooperation in Fusion Research and Development</i> <i>Monbusho-DOE Collaboration on a data Link and Data Link Projects for Fusion</i> Comment: STEERING COMMITTEE MEETING
602	497	1/17/2001	7/19/2007	Secondary DOE		257	Primary DOE	Fusion Energy	Amedment 4 - Annex 1 Fusion Research and Development Title: <i>Amendment 4 of Annex I to the DOE - Monbusho Exchange of Letters on Cooperation in Fusion Research and Development</i> Comment:
259	228	10/16/198	5/1 2005	Primary DOE		8	Intergovernmental	Fossil Energy	Coal R&D - AIST and ANRE Title: <i>Implementing Arrangement between the Agency of Industrial Science and Technology and the Agency of Natural Resources and Energy of Japan and the United States Department of Energy in</i> <i>Coal</i> <i>Research and Development</i> Comment: Establish comprehensive cooperation in the area of coal energy R&D in order to accelerate development of coal R&D efforts, i.e., coal liquefaction, coal gasification, materials and components for coal conversion and utilization; pollution control technology related to coal conversion and utilization.
62	48	8/24/1979	5/1/2005	Primary DOE		8	Intergovernmental	Fusion Energy	Fusion Energy/Coordinating Committee Title: <i>Exchange of Letters Establishing a Coordinating Committee on Fusion Energy</i> Comment: Establish a Coordinating Committee on Fusion Energy to facilitate the coordination and implementation of cooperative activities in the area of fusion as well as to assure proper balance and to ensure the overall planning and oversight of such cooperative activities.
263	50	8/28/1979	8/28/2000	Primary DOE		8	Intergovernmental	Fusion Energy	Fusion Energy/Doublet III Title: <i>Agreement between the United States Department of Energy and the Japan Atomic Energy Research Institute on Cooperation in Doublet III Project</i> Comment: Undertake experimental research on tokamak plasmas with doublet and dee-shaped cross-sections in the Doublet III, a tokamak facility, located in LaJolla, California.
264	58	11/11/197	5/1 2005	Primary DOE		8	Intergovernmental	High Energy Physics	High Energy Physics Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Education, Science and Culture of Japan on Cooperation in Field of High Energy Physics</i> Comment: Establish a framework for cooperation in the field of high energy physics including research; accelerator and detector instrumentation R&D; the fabrication and subsequent use of new experimental devices and facilities. Remains in forces for the duration of the U S -Japan R&D in Energy and Related Fields Agreement signed on May 2, 1979

## Country: Kazakhstan

186	402	7/12/1996		Primary DOE			None	Science and Technology	Energy R&D and Tech exchange Title: <i>Agreement between the Department of Energy of the United States of America and the Ministry of Science-Academy of Sciences of the Republic of Kazakhstan on Scientific Research and Development</i> <i>and Technology Exchange Programs</i> Comment:
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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
428	402	5/13/1997		Secondary DOE		186	Primary DOE	*Other - Remote Sensing	Remote Sensing Mission
Title: <i>Annex 1 - For the Conduct of the Remote Sensing Mission (AMPS) in the Republic of Kazakhstan</i> Comment:									
529	474	12/19/2000		Primary DOE			None	Arms Control and Nonproliferation	Decommissioning of the BN-350 Reactor
Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Energy, Industry and Trade of the Republic of Kazakhstan Concerning Decommissioning of the BN-350 Reactor</i> Comment:									
<b>Country: <u>Korea, Republic of</u></b>									
180	389	6/14/1996	6/14/2001	Primary DOE		11	Intergovernmental	Fusion Energy	Fusion Energy Research and Related Fields
Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Republic of Korea for Cooperation in the Area of Fusion Energy Research and Related Fields</i> Comment: Promote S&T cooperation in fusion energy research and related fields in order to enhance contributions. Remains in force for 5 years or until termination of the S&T Agreement, whichever occurs first									
626	521	6/14/2001	6/14/2006	Secondary DOE		180	Primary DOE	Fusion Energy	Extension on the Implementing Arrangement between DOE and Korea
Title: <i>Agreement to Extend the Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Republic of Korea for Cooperation in the Area of Fusion Energy Research and Related Fields</i> Comment:									
179	388	6/14/1996	6/14/2001	Primary DOE			None	Nuclear Energy	Cooperative Laboratory Relationship
Title: <i>Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Republic of Korea for a Cooperative Laboratory Relationship</i> Comment: Cooperate in the field of peaceful uses of nuclear energy including such areas as: nuclear waste management, nuclear safety and environment, nuclear safeguards technology; basic sciences; education, health physics; environmental research related to nuclear technology, etc									
595	388	6/29/2000	6/29/2005	Secondary DOE		179	Primary DOE	Nuclear Energy	Annex 4 - Cintichem Process Technology (first project annex)
Title: <i>Annex 4 Joint Project on Cintichem Technology between the Department of Energy of the United States of America and the Korea Atomic Energy Research Institute under the Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Republic of Korea for a Cooperative Laboratory Relationship</i> Comment:									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
608	503	5/16/2001	5/16/2006	Secondary DOE		179	Primary DOE	Nuclear Energy	Annex V - MOU between DOE and Ministry of Science and Technology of the Republic of Korea on I-NERI  Title: <i>Annex V to the Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Republic of Korea for a Cooperative Laboratory Relationship on a Collaboration Project Supporting the International Nuclear Energy Research Initiative (INERI)</i> Comment:
609	504	5/16/2001	6/14/2001	Secondary DOE		179	Primary DOE	Nuclear Energy	Amendment C to Annex III Participating Institutions to the MOU between DOE and Ministry of Science and Technology  Title: <i>Amendment C to Annex III - Participating Institutions to the Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Republic of Korea for a Cooperative Laboratory Relationship</i> Comment:
4	539	6/14/2001	6/14/2006	Secondary DOE		179	Primary DOE	Science and Technology	Extend and Amend MOU bet. DOE and MOST of Korea for a Cooperative Laboratory Relationship  Title: <i>Agreement to Extend and Amend the Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Republic of Korea for a Cooperative Laboratory Relationship</i> Comment:
639	534	9/17/2002	9/17/2007	Primary DOE		None		Science and Technology	Safeguards Agreement  Title: <i>Arrangement between the Department of Energy of the United States of America and the Ministry of Science and Technology of the Republic of Korea Concerning Research and Development in Nuclear Material Control, Accountancy, Verification, Physical Protection, and Advanced Containment and Surveillance Technologies for International Safeguards Applications</i> Comment:
<b>Country: <u>Mexico</u></b>									
12	41	6/15/1972		Intergovernmental		None		Science and Technology	Science & Technology  Title: <i>Agreement Between the United States of America and Mexico for Scientific and Technical Cooperation</i> Comment: Effected by Exchange of Notes Signed at Washington June 15, 1972
270	386	5/7/1996	5/7/2001	Primary DOE		12	Intergovernmental	Energy Research and Development	Energy Cooperation  Title: <i>Agreement between the Department of Energy of the United States of America and the Secretariat of Energy of the United Mexican States for Energy Cooperation</i> Comment: Develop a framework for cooperation to facilitate establishment of cooperative activities in research, development and commercialization to promote improved use of renewable energy and energy efficiency and fossil energy technologies, giving due consideration to environmental concerns, as well as to exchange, develop, and analyze energy strategies and regulatory criteria and to encourage the promotion of energy trade opportunities

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
483	437	6/10/1998	6/10/2001	Secondary DOE		270	Primary DOE	Energy Efficiency and Renewable Energy	Annex 1 - Renewable Energy
Title: <i>Project Annex 1 Cooperation in the Field of Renewable Energy</i> Comment: Project areas under discussion by SNL and CNEA (Mexico National Commission for Energy Savings)									
484	438	6/10/1998	6/10/2001	Secondary DOE		270	Primary DOE	Energy Efficiency and Renewable Energy	Annex 2 - Energy Efficiency
Title: <i>Project Annex 2 Cooperation in the Field of Energy Efficiency</i> Comment: Project areas under discussion									
498	447	10/21/199	10/21/200	Secondary DOE		270	Primary DOE	Environmental Restoration and Waste Management	Annex 3 - Enviro Cooperation in hydrocarbons
Title: <i>Project Annex 3 - Environmental Cooperation in the Field of Hydrocarbons</i> Comment: Facilitating work between Mexico Institute of Petroleum and ORNL.									
519	465	12/7/1999	5/7/2001	Secondary DOE		270	Primary DOE	Fossil Energy	Annex 4 - Clean Fossil Energy Technologies
Title: <i>Project Annex 4 Cooperation in the field of Clean Fossil Energy Technologies</i> Comment: Annex is in force as long as the Agreement is in force.									
610	505	5/7/2001	5/7/2006	Secondary DOE		270	Primary DOE	Science and Technology	
Title: <i>Extension of the Agreement for Energy Cooperation between the Department of Energy of the United States of America and the Secretariat of Energy of the United Mexican States, and its Four</i> Comment:									
188	405	3/25/1985	3/25/2005	Primary DOE			None	Arms Control and Nonproliferation	Sister Lab Arrangement
Title: <i>Memorandum of Understanding (MOU) for the Exchange of Technical Information and for Cooperation in the Field of Peaceful Uses of Nuclear Energy between the National Institute of Nuclear Research of Mexico and the Los Alamos National Laboratory of the United States of America</i> Comment: Sister lab arrangement supporting Article IV of the NPT.									
604	499	3/9/2001		Broad			None	Fifth Hemispheric Energy Ministers Meeting	Mexico Declaration
Title: <i>Fifth Hemispheric Energy Ministers Meeting Mexico City, Mexico - March 9, 2001. Mexico Declaration - Energy: A Crucial Factor for Integration and Sustainable Development in the Hemisphere</i> Comment:									

## Country: Morocco

599	494	10/16/200	10/16/200	Primary DOE			None	Energy Efficiency and Renewable Energy	Agreement on Concerning Cooperation in Efficiency and Renewable Energy
Title: <i>Agreement Between The Department of Energy of the United States of America and The Ministry of Industry, Commerce, Energy and Mines of the Kingdom of Morocco Concerning Cooperation in Energy Efficiency and Renewable Energy</i> Comment:									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
627	522	10/16/2000	10/16/2000	Secondary DOE		599	Primary DOE	Energy Efficiency and Renewable Energy	Project Annex 1 - EERE
Title: <i>Project Annex 1 to the Agreement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce, Energy and Mines of the Kingdom of Morocco Concerning Cooperation in Energy Efficiency and Renewable Energy</i> Comment:									
647	542	6/3/2000	6/3/2007	Secondary DOE		599	Primary DOE	Energy Efficiency and Renewable Energy	Project Annex 2 - Clean Energy Technologies
Title: <i>Project Annex 2 to the Agreement between the Department of Energy of the United States of America and the Ministry of Industry, Commerce, Energy and Mines of the Kingdom of Morocco Concerning Cooperation in Clean Energy Technologies</i> Comment:									

### Country: Nigeria

48	76	7/23/1980		Statement of Intent		None		Energy Research and Development	Energy R&D
Title: <i>Memorandum of Intent Concerning Energy Cooperation between the Government of the United States of America and the Government of the Federal Republic of Nigeria</i> Comment: Exploit and use conventional sources of energy, develop effective machinery to monitor environmental effects of energy, develop and demonstrate technologies to utilize new and renewable energy sources, training in energy planning and technology and strengthen bilateral relations through increased official cooperation. Formal cooperation never establish									
520	466	8/14/1999		Primary DOE		None		*Other - Energy Policy	MOU on Energy Policy
Title: <i>Memorandum of Understanding between the Department of Energy of the United States of America and the Federal Ministry of Power and Steel of the Federal Republic of Nigeria on Energy Policy</i> Comment:									

### Country: Pakistan

49	339	9/24/1994		Statement of Intent		None		*Other - Climate Change	Climate Change
Title: <i>Joint Statement of Intent between the Department of Energy of the United States of America and the Environment and Urban Affairs Division of the Islamic Republic of Pakistan</i> Comment: Enhancing mutual environmental protection, in particular, controlling greenhouse gas emissions to limit potential adverse climate change impacts (Environment and Urban Affairs Division).									
50	338	9/24/1994		Statement of Intent		None		Fossil Energy	Statement of Intent w/ Ministry of Petroleum and Natural Resources
Title: <i>Statement of Intent between the Department of Energy of the United States of America and the Ministry of Petroleum and Natural Resources, Government of the Islamic Republic of Pakistan</i> Comment: Promoting trade, investment and cooperation between U.S. & Pakistan (Min of Petroleum and Natural Resources) public and private-sector entities in the fields of fossil fuels (petroleum and minerals, including coal) and new and renewable energy resources, related infrastructure development, and in the exchange of experience and views on opportunities in these sectors.									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
51	340	9/24/1994		Statement of Intent			None	Energy Efficiency and Renewable Energy	Statement of Intent w/ Ministry of Water and Power

Title: *Statement of Intent between the Department of Energy of the United States of America and the Ministry of Water and Power of the Islamic Republic of Pakistan*

Comment: Promoting trade, investment and cooperation between the U.S. and Pakistan (Ministry of Water and Power) private and public sector entities in the fields of fossil and renewable energy, and in the exchange of experience and views on opportunities for improving energy efficiency and enhancing electricity policy.

### Country: Palestinian Authority

535	479	2/22/2000		Statement of Intent			None	Energy Research and Development	Energy Planning SOI
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Title: *Joint Statement of Intent between the Department of Energy of the United States of America and the Palestinian Energy Authority on Cooperation in the Field of Energy*

Comment:

### Country: Peru

512	458	6/17/1991	6/16/2001	Primary DOE			None	Arms Control and Nonproliferation	Sister Lab Arrangement
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Title: *Arrangement for the Exchange of Technical Information and for Cooperation in the Field of Peaceful Uses of Nuclear Energy between the Peruvian Institute of Nuclear Energy and the Los Alamos National Laboratory*

Comment:

603	498	3/8/2001		Statement of Intent			None	Cooperation in the Field of Energy	Cooperation in the Field of Energy
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Title: *Joint Statement of Intent between the Department of Energy of the United States of America and The Ministry of Energy and Mines of the Republic of Peru on Cooperation in the Field of Energy*

Comment:

645	540	8/14/2001	8/14/2006	Primary DOE			None	Science and Technology	MOU - Cooperation in the Field of Energy
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Title: *Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Energy and Mines of the Republic of Peru on Cooperation in the Field of*

Comment:

### Country: Philippines

195	403	6/19/1997	6/19/2002	Primary DOE			None	Information and/or Personnel Exchange	Info Exchange
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Title: *Memorandum of Agreement between the Department of Energy of the United States of America and the Department of Energy of the Republic of the Philippines for the Exchange of Energy*

Comment:

### Country: Poland

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
13	224	9/28/1987	9/28/2001	Intergovernmental			None	Science and Technology	Science & Technology
<p><b>Title:</b> <i>Agreement between the Government of the United States of America and the Government of the Polish People's Republic on Cooperation in Science and Technology and its Funding</i></p> <p><b>Comment:</b> Develop, support and facilitate S&amp;T cooperation on the basis of the principles of equality, reciprocity, and mutual benefit. Joint projects of mutual interest are funded by a fund contributed to by the two governments. Renewed last in 1997.</p>									
198	367	8/21/1995	8/21/2000	Primary DOE			None	Environmental Restoration and Waste Management	Environmental Restoration Hazardous Waste Mgmt
<p><b>Title:</b> <i>Agreement for Technical Exchange and Cooperating between the Department of Energy of the United States of America and the Institute for Ecology of Industrial Areas of the Republic of Poland in the Area of Environmental Restoration and Hazardous Waste Management</i></p> <p><b>Comment:</b> Study topics associated with the safe management of hazardous wastes, e.g., risks associated with human exposure to environmental contamination from chemical and heavy metals in soils; demonstration of technologies or methodologies for soil cleaning; and other areas determined by both parties.</p>									

## Country: Romania

513	459	3/29/1999	3/26/2004	Primary DOE			None	Arms Control and Nonproliferation	Sister Lab Arrangement
<p><b>Title:</b> <i>Arrangement for Information Exchange and Cooperation in Area of Peaceful Uses of Atomic Energy between United States Department of Energy (DOE) and the Ministry of Industry and Commerce (MIC) - Romania</i></p> <p><b>Comment:</b> Establishes the basis for a cooperative institutional relationship between the participants for the exchange of scientific and technological and other information regarding the peaceful uses of atomic</p>									

## Country: Russian Federation

203	395	9/16/1996	9/16/2001	Primary DOE		14	Intergovernmental	Environmental Restoration and Waste Management	Environmental Restoration and Waste Management
<p><b>Title:</b> <i>Memorandum of Cooperation between the Department of Energy of United States of America and the Ministry of the Russian Federation on Atomic Energy in the Fields of Environmental Restoration and Waste Management</i></p> <p><b>Comment:</b></p>									
211	396	9/16/1996	9/16/2001	Primary DOE		14	Intergovernmental	Nuclear Energy	Nuclear Reactor Safety
<p><b>Title:</b> <i>Memorandum of Cooperation between the United States of America and the Russian Federation in the Field of Civilian Nuclear Reactor Safety</i></p> <p><b>Comment:</b> replaces MOU in Civilian Nuclear Reactor Safety signed 26 April, 1988</p>									
213	397	9/16/1996	9/16/2001	Primary DOE		14	Intergovernmental	Fusion Energy	Magnetic Confinement Fusion
<p><b>Title:</b> <i>Memorandum of Cooperation between the Department of Energy of the United States of America and the Ministry of the Russian Federation on Atomic Energy in the Field of Magnetic Confinement Fusion</i></p> <p><b>Comment:</b> Focus on Fusion science research and development</p>									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
436	397	9/16/1996	9/16/2001	Secondary DOE		213	Primary DOE	Nuclear Energy	Annex 1
<p>Title: <i>Annex 1 - List of Organizations that could participate</i></p> <p>Comment:</p>									
214	398	2/17/1997	2/17/2002	Primary DOE		14	Intergovernmental	*Other - High Energy and Nuclear Physics	Fundamental Properties of Matter
<p>Title: <i>Memorandum of Cooperation in the Field of Research on Fundamental Properties of Matter between the Department of Energy of the United States of America and the Ministry of Atomic Energy and the State Committee for Science &amp; Technologies of the Russian Federation</i></p> <p>Comment: activities coordinated by the Joint Coordinating Committee for Research in the Fundamental Properties of Matter (FCC-FPM)</p>									
15	315	2/18/1993		Intergovernmental			None	Nuclear Energy	Disposition HEU Extracted From Nuclear Weapons
<p>Title: <i>Agreement between the Government of the United States of America and the Government of the Russian Federation Concerning the Disposition of Highly Enriched Uranium Extracted from Nuclear Weapons</i></p> <p>Comment: Conversion of HEU extracted from nuclear weapons resulting from the reduction of nuclear weapons; the establishment of appropriate measures to fulfill the nonproliferation, physical protection, nuclear material accounting and control, and environmental requirements with respect to HEU and LEU.</p>									
202	394	9/16/1996	9/16/2001	Primary DOE			None	*Other - Fuel Cell Technology	RAFCO
<p>Title: <i>Agreement between the Department of Energy of the United States of America and the Ministry of the Russian Federation on Atomic Energy Regarding a Russian-American Fuel Cell Consortium</i></p> <p>Comment: Joint R&amp;D work in fuel cell technology development</p>									
208	324	1/14/1994	1/14/2004	Intergovernmental			None	Environmental Safety Health	Radioactive Contamination Health & Environment
<p>Title: <i>Agreement between the Government of the United States of America and the Government of the Russian Federation on Cooperation in Research on Radiation Effects for the Purpose of Minimizing the Consequences of Radioactive Contamination on Health and the Environment</i></p> <p>Comment: Establish a framework for cooperation in research on radiation effects for the purpose of minimization of the consequences of radioactive contamination on health and the environment. DOE is the Executive Agent and is responsible for coordination of activities to implement the agreement.</p>									
210	360	6/16/1995		Primary DOE			None	Arms Control and Nonproliferation	Nonproliferation of Weapons/Weapons Expertise
<p>Title: <i>Memorandum of Agreement between the Department of Energy of the United States of America and the International Science and Technology Center in the Russian Federation for Cooperation in Approved Projects to Facilitate the Nonproliferation of Weapons and Weapons Expertise</i></p> <p>Comment: Facilitate cooperation under the ISTC agreement including the efforts to reduce or eliminate weapons of mass destruction in a safe and secure manner.</p>									
209	359	6/15/1995		Secondary DOE		210	Primary DOE	Fusion Energy	Annex 1 Weapons Expertise for the Globus-M
<p>Title: <i>Annex 1 to the Memorandum of Agreement between the Department of Energy of the United States of America and the International Science and Technology Center in the Russian Federation Concerning Cooperation in Approved Projects to Facilitate the Nonproliferation Weapons and Weapons Expertise for the Globus-M Project</i></p> <p>Comment: Cooperate to support the A.F. IOFFE Physics-Technical Institute in the completion of the GLOBUS-M project by participating in the modification (or reconstruction) of the experimental hall of the Institute in order to accommodate the new GLOBUS-M spherical tokamak device and the near-by supporting equipment, the buildings that house all the other device supporting systems, and the connections/conduits between the experimental hall and those buildings needed by the GLOBUS-M project.</p>									



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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
536	480	6/22/1999	6/22/2001	Secondary DOE		210	Primary DOE	Fusion Energy	ISTC Annex III -Advanced Diagnostics equipment for Spherical Tokamak Globus-M
<p>Title: <i>Annex III to the Memorandum of Agreement between the Department of Energy of the United States of America and the International Science and Technology Center in the Russian Federation Concerning Cooperation in Approved Projects to Facilitate the Nonproliferation of Weapons and Weapons Expertise for Advanced Diagnostics Equipment for Spherical Tokamak Globus-M (ISTC Project No. 1126)</i></p> <p>Comments:</p>									
435	328	3/16/1994		Primary DOE			None	Nuclear Energy	Replacement of Russian Pu Production Reactors
<p>Title: <i>Protocol of Meeting between the United States and the Russian Federation on the Replacement of Russian Plutonium Production Reactors</i></p> <p>Comment: Plan for replacement of plutonium production reactors with alternate energy sources.</p>									
515	461	9/22/1998	9/22/2003	Intergovernmental			None	Arms Control and Nonproliferation	Nuclear Cities Initiative
<p>Title: <i>Agreement between the Government of the United States of America and the Government of the Russian Federation on the Nuclear Cities Initiative</i></p> <p>Comment: DOE is the US Executive Agent for the carrying out provisions of the agreement. Ministry of the Russian Federation for Atomic Energy is the Executive agent for Russia</p>									
418	464	3/24/1999	3/24/2004	Primary DOE			None	Science and Technology	MOU w/ Russian Academy of Sciences
<p>Title: <i>Memorandum of Understanding between the Department of Energy of the United States of America and the Russian Academy of Sciences on Cooperation in Science and Technology</i></p> <p>Comment:</p>									
565	488	5/15/2000	3/24/2004	Secondary DOE		518	Primary DOE	Environmental Restoration and Waste Management	DOE/RAS Implementing Arrangement 1
<p>Title: <i>Implementing Arrangement #1 Under the Memorandum of Understanding between the United States Department of Energy and the Russian Academy of Sciences on Cooperation in Science and Technology - Geologic Analogues, Migration and Accumulation of Radionuclides in Geologic Media</i></p> <p>Comment:</p>									
590	488	5/16/2000	9/20/2002	Tertiary DOE		565	Secondary DOE	Environmental Restoration and Waste Management	Appendix D - Uranium Mass Transport Phenomena
<p>Title: <i>Appendix D Implementing Arrangement #1 of the U.S. Department of Energy/Russian Academy of Sciences Memorandum of Understanding Uranium Mass Transport Phenomena in Fractured Welded Tuffs</i></p> <p>Comment:</p>									
593	488	5/18/2000	9/30/2003	Tertiary DOE		565	Secondary DOE	Civilian Radioactive Waste Management	Appendix G - Interaction of Actinides and Fission Products
<p>Title: <i>Appendix G Implementing Arrangement #1 of the U.S. Department of Energy/Russian Academy of Science Memorandum of Understanding The Interaction of Actinides and Fission Products with Environmental Matrices</i></p> <p>Comment:</p>									

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ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
594	488	5/18/2000	9/30/2003	Tertiary DOE		565	Secondary DOE	Civilian Radioactive Waste Management	Appendix H - Actinide Speciation
<p><b>Title:</b> <i>Appendix H Implementing Arrangement #1 of the U.S. Department of Energy/Russian Academy of Sciences Memorandum of Understanding Actinide Speciation in the Environment to Support Safety Assessment of Geologic Repositories and for the Remediation of Contaminated Sites</i></p> <p><b>Comment:</b></p>									
566	489	5/15/2000	3/24/2004	Secondary DOE		518	Primary DOE	Environmental Restoration and Waste Management	DOE/RAS Implementing Arrangement 2
<p><b>Title:</b> <i>Implementing Arrangement #2 Under the Memorandum of Understanding between the United States Department of Energy and the Russian Academy of Sciences on Cooperation in Science and Technology - Risk Assessment and Advanced Modeling Regarding Geologic Disposal</i></p> <p><b>Comment:</b></p>									
589	489	6/2/2000	9/30/2003	Tertiary DOE		566	Secondary DOE	Civilian Radioactive Waste Management	Appendix C - Contaminant Transport Processes Unsaturated Rocks
<p><b>Title:</b> <i>Appendix C Implementing Arrangement #2 of the U.S. Department of Energy/Russian Academy of Sciences Memorandum of Understanding Interdisciplinary Fundamental Research to Further Develop the Methods of Describing and Modeling Contaminant Transport Process in Unsaturated Rocks</i></p> <p><b>Comment:</b></p>									
591	489	5/31/2000	9/30/2002	Tertiary DOE		566	Secondary DOE	Environmental Restoration and Waste Management	Appendix D- Annex A - Chara. Of Territories
<p><b>Title:</b> <i>Annex A of Appendix D Implementing Arrangement #2 of the U.S. Department of Energy/Russian Academy of Sciences Memorandum of Understanding Characterization of Contaminated Territories, Monitoring Network Optimization, and Cost Minimization</i></p> <p><b>Comment:</b></p>									
592	489	5/31/2000	9/30/2002	Tertiary DOE		566	Secondary DOE	Environmental Restoration and Waste Management	Appendix D - Annex B - Uncertainty Assessment
<p><b>Title:</b> <i>Annex B of Appendix D Implementing Arrangement #2 under the DOE-RAS Memorandum of Understanding Uncertainty Assessment Through Incorporation of Mathematical Geology in Development of Inverse Flow and Transport Models</i></p> <p><b>Comment:</b></p>									
605	500	4/25/2001	4/25/2004	Secondary DOE		518	Primary DOE	Science and Technology	Appendix K w/ the Russian Academy of Sciences
<p><b>Title:</b> <i>Appendix K Under Implementing Arrangement #1 of the Memorandum of Understanding Between the U.S. Department of Energy and Russian Academy of Sciences on Cooperation In Science and Technology</i></p> <p><b>Comment:</b></p>									
606	501	10/1/2000	10/1/2002	Secondary DOE		518	Primary DOE	Uranium Mass Transport Phenomena in Fractured Welded Tuffs	Appendix D of Implementing Arrangement Russian Academy of Sciences MOU
<p><b>Title:</b> <i>Appendix D Implementing Arrangement #1 of The U.S. Department of Energy/Russian Academy of Sciences Memorandum of Understanding Uranium Mass Transport Phenomena in Fractured Welded Tuffs</i></p> <p><b>Comment:</b></p>									

## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
52	302	3/18/1992		Statement of Intent			None	Information and/or Personnel Exchange	Electric Power Technologies
<p><b>Title:</b> <i>U.S.-Russia Task Force on Cooperation in Electric Power Technologies Joint Statement of Intent</i></p> <p><b>Comment:</b> Exchange information on developments in the electric power industries and encourage more extensive contacts among experts in this field in both countries.</p>									
537	481	7/24/1998	7/24/2003	Intergovernmental			None	Arms Control and Nonproliferation	Plutonium Management
<p><b>Title:</b> <i>Agreement between the Government of the United States of America and the Government of the Russian Federation on Scientific and Technical Cooperation in the Management of Plutonium that has been withdrawn from Nuclear Military Programs</i></p> <p><b>Comment:</b> DOE is the Executive Agent for the US. The agreement establishes the U.S.-Russian Joint Steering Committee on Plutonium Management</p>									
619	514	6/30/2000	6/30/2005	Secondary DOE		607	Primary DOE	Civilian Radioactive Waste Management	Protocol extending the agreement between DOE and Russia
<p><b>Title:</b> <i>Protocol Extending the Agreement between the Department of Energy of the United States of America and the Federal Nuclear, and Radiation Safety Authority of Russia for Cooperation on Enhancing the Safety of Russian Nuclear Fuel Cycle Facilities and Research Reactors</i></p> <p><b>Comment:</b> Extending the agreement mention above for five years until June 30, 2005</p>									
41	536	6/26/200	6/30/2005	Secondary DOE		607	Primary DOE	Arms Control and Nonproliferation	Extension bet DOE federal Nuclear and Radiation Safety Authority of Russia
<p><b>Title:</b> <i>Protocol Extending the Agreement between the Department of Energy of the United States of America and the Federal Nuclear and Radiation Safety Authority of Russia to Cooperate on National Protection, Control and Accounting of Nuclear Materials</i></p> <p><b>Comment:</b></p>									
636	531	4/23/2002		Statement of Intent			None	Science and Technology	Joint Statement of Intent between DOE and Dubna
<p><b>Title:</b> <i>Joint Statement of Intent between the Department of Energy of the United States of America and the Joint Institute for Nuclear Research at Dubna</i></p> <p><b>Comment:</b></p>									
658	553	5/8/2002		Primary DOE			None	*Other - Purchases of Pu-238 for Peaceful Purposes	Purchases of Pu-238 for Peaceful Purposes
<p><b>Title:</b> <i>Joint Announcement by the United States Department of Energy and the Russian Federation Ministry for Atomic Energy Concerning Continued Purchases of Pu-238 for Peaceful Purposes</i></p> <p><b>Comment:</b></p>									
659	554	7/16/2001	7/16/2006	Secondary DOE		210	Primary DOE	Civilian Radioactive Waste Management	Annex VI
<p><b>Title:</b> <i>Annex VI to the Memorandum of Agreement between the Department of the United States of America and the International Science and Technology Center in the Russian Federation Concerning Implementation of Projects of the Office of Civilian Radioactive Waste Management</i></p> <p><b>Comment:</b></p>									

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ID	File#	Date	Start Date	End Date	Agreement Type	Binding	Parent ID	Parent Type	Subject	Brief Description
<b>Country: Senegal</b>										
479	433	4/2/1998			Statement of Intent			None	Energy Research and Development	SOI - Energy R&D
Title: <i>Memorandum of Understanding between the Republic of Senegal and the United States of America for Cooperation on Energy Policy, Science and Technology, and Research and Development</i>										
Comment: The objective of this Agreement is to facilitate and establish cooperative activities by the Parties.										
516	462	3/19/1999	3/19/2004		Primary DOE			None	Energy Research and Development	Energy Policy, S and T, and R and D
Title: <i>Agreement between the Department of Energy and the Ministry of Energy, Mines and Industry of the Republic of Senegal on Cooperation in Energy Policy, Science and Technology, Research and Development</i>										
Comment: The objective of this Agreement is to facilitate and establish cooperative activities by the Parties.										
<b>Country: South Africa</b>										
20	368	12/4/1997	12/4/2022		Intergovernmental			None	Nuclear Energy	Peaceful Uses of Nuclear Energy
Title: <i>Agreement for Cooperation between the United States of America and the Republic of South Africa Concerning Peaceful Uses of Nuclear Energy</i>										
Comment: Cooperate in the development, use and control of peaceful uses of nuclear energy which must be undertaken with a view to protecting the international environment from radioactive, chemical and thermal contamination. Agreement was signed on 8/25/95 ratified by exchange of diplomatic notes on 12/4/97.										
230	369	8/25/1995			Primary DOE			None	Energy Research and Development	Sustainable Energy Development Committee
Title: <i>Terms of Reference on the Sustainable Energy Development Committee of the U.S. - South Africa Binational Commission</i>										
Comment: Sustainable Energy Development Resource Center										
231	371	8/25/1995			Primary DOE			None	Energy Research and Development	Sustainable Development Resource Center
Title: <i>Memorandum of Understanding between the World Wildlife Fund-South Africa, EarthKind International, U.S. Department of Energy and U.S. Agency for International Development on Creating the</i>										
Comment: Cooperate on the creation of the Sustainable Development Resource Center to advance policies and programs on the use of renewable energy and energy efficiency technologies and participation by nongovernmental organizations in the decision making process. Other signatories are EarthKind Intl (Jan Hanke) and USAID (Larry Byrne)										
232	372	8/25/1995			Primary DOE			None	Energy Efficiency and Renewable Energy	Renewable and Energy Efficiency
Title: <i>Memorandum of Understanding</i>										
Comment: Promotion of renewable energy and energy efficient technologies as a cost-effective means of increasing access to energy of the majority of South Africa disadvantaged population (w/USAID as a partner)										
233	374	8/25/1995			Primary DOE			None	Energy Efficiency and Renewable Energy	Electrification of Rural Clinics (Cape Town)
Title: <i>Memorandum of Understanding between Sandia National Laboratories of Albuquerque, New Mexico, USA and the Independent Development Trust Cape Town, Republic of South Africa</i>										
Comment: Sandia National Lab, as signatory of this MOU, has agreed to co-fund the Independent Development Trust model clinic electrification program and to provide other technical assistance as agreed by mutual consent										

Thursday, July 17, 2003

## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
234	381	12/5/1995	12/5/2000	Primary DOE			None	Energy Research and Development	Energy Policy, S&T and Development
<p><b>Title:</b> <i>Implementing Agreement between the United States Department of Energy and the Department of Mineral and Energy Affairs of South Africa on Collaboration on Energy, Policy, Science, Technology and Development</i></p> <p><b>Comment:</b> Facilitate and establish cooperative activities in energy policy, science, technology, development and commercialization activities in such areas as: fossil energy, including clean coal, energy planning, efficiency, renewable energy; environmental management; environment enhancing energy technologies; and private power project development</p>									
55	423	8/25/1995		Statement of Intent			None	Information and/or Personnel Exchange	Energy Information Exchange
<p><b>Title:</b> <i>Joint Statement of Intent between the Department of Energy of the United States of American and the Department of Mineral and Energy Affairs of the Republic of South Africa on an Energy Information Exchange</i></p> <p><b>Comment:</b></p>									
56	370	8/25/1995		Statement of Intent			None	Energy Research and Development	Energy Policy, S&T and Development
<p><b>Title:</b> <i>Joint Statement of Intent between the Department of Energy of the United States of American and the Department of Mineral and Energy Affairs of the Republic of South Africa on Energy Policy, Science and Technology, and Development</i></p> <p><b>Comment:</b> Facilitate joint activities related to energy policy, S&amp;T, development and commercialization in an environmentally and economically sound manner</p>									
57	373	8/25/1995		Statement of Intent			None	Energy Efficiency and Renewable Energy	Renewable Energy (Guguletu Township)
<p><b>Title:</b> <i>Joint Statement of Intent for Integrated Industrial/Educational Development in Guguletu Township between the United States Department of Energy, United States Department of Energy National Laboratories, and the Guguletu RDP Forum</i></p> <p><b>Comment:</b> Establishment of a light industrial part in Guguletu Township</p>									
58	375	8/25/1995		Statement of Intent			None	Energy Efficiency and Renewable Energy	Renewable Energy (The Csir, South Africa)
<p><b>Title:</b> <i>Statement of Intent on Renewable Energy Technologies between the National Renewable Energy Laboratory, U.S.A. and Sandia national Laboratories, U.S.A. and the CSIR (Council for Scientific and Industrial Research), Republic of South Africa</i></p> <p><b>Comment:</b> NREL and Sandia, by being signatories of this Statement, have agreed to exchange experience and views on opportunities for the appropriate utilization of renewable energy technologies with The Csir, Republic of South Africa. Witnessed by Secretary O'Leary.</p>									
59	383	12/5/1995		Statement of Intent			None	Fossil Energy	Mitigation of Greenhouse Gases
<p><b>Title:</b> <i>Statement of Intent concerning Cooperation in Sustainable Energy Development and the Mitigation of Greenhouse gases between the Republic of South Africa and the United States of America</i></p> <p><b>Comment:</b> Investigate pilot studies the feasibility of the development of projects which could achieve additional mitigation of climate change by addressing anthropogenic emissions by sources and removal by sinks in an environmentally sound and socially and economically equitable fashion through deployment of greenhouse gas mitigation technologies, education/training programs, diversification of energy sources, conservation, restoration and enhancement of natural carbon sinks, etc.</p>									
60	382	12/5/1995		Statement of Intent			None	Energy Research and Development	South Africa/Provincial Gov'ts Cooperation Agreement - Statement of Intent
<p><b>Title:</b> <i>Cooperative Agreement between Provincial Governments of the Republic of South Africa on Regional Cooperation in Energy</i></p> <p><b>Comment:</b> Intention to cooperate in a manner which will facilitate joint activities related to energy development in an environmentally and economically sound way with the following provincial governments of South Africa. Province of the Free State, Northern Cape Province, Eastern Cape Province</p>									

## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
<b>Country: <u>Spain</u></b>									
100	404	9/15/1997	9/15/2007	Primary DOE			None	Environmental Safety Health	Research on Radiological Evaluations
Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Industry and Energy of the Kingdom of Spain on Cooperation in Research on Radiological Evaluations</i>									
Comment:									
307	404	9/15/1997	9/15/2007	Secondary DOE		100	Primary DOE	Environmental Safety Health	Annex 1
Title: <i>Project Annex 1 - cooperation on research in radiological evaluations</i>									
Comment: Related to radioactive waste management.									
5	171	12/12/198		Primary DOE			None	Science and Technology	Science & Technology
Title: <i>Agreement between the United States Department of Energy and the United States-Spain Joint Committee for Scientific and Technological Cooperation</i>									
Comment: Establish responsibilities, guidelines and procedures for evaluating, funding and coordinating research proposals, projects and related activities in the field of energy selected and funded by the US-Spain Joint Committee for S&T Cooperation.									
596	491	7/15/2000	7/15/2006	Primary DOE			None	Energy Research and Development	MOU for Energy Cooperation
Title: <i>Memorandum of Understanding Between The Ministry of Science and Technology of the Kingdom of Spain and The Department of Energy of the United States of America Concerning Cooperation in Energy</i>									
Comment:									
<b>Country: <u>Sweden</u></b>									
218	235	2/11/1988		Primary DOE			None	*Other - Classified	Subject and Umbrella contents are classified
Title: <i>Subject and Umbrella contents are classified</i>									
Comment: Description not available in History									
580	442	10/23/199	10/23/200	Primary DOE			None	Civilian Radioactive Waste Management	Radioactive Waste Management
Title: <i>Agreement between the United States Department of Energy and the Swedish Nuclear Fuel and Waste Management Company Concerning a Cooperative Program in the Field of Radioactive waste Management</i>									
Comment:									
<b>Country: <u>Switzerland</u></b>									

All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
225	418	12/23/1999	12/23/2000	Primary DOE			None	Civilian Radioactive Waste Management	Radioactive Waste Management

Title: *Agreement between the Department of Energy of the United States of America and the National Cooperative for the Disposal of Radioactive Waste in Switzerland in the Field of Radioactive Waste Management*

Comment: Auto extension for 5 yr. Periods

Country: Thailand

227	400	3/20/1997		Primary DOE			None	Arms Control and Nonproliferation	Lab-to-Lab arrangement
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Title: *Arrangement for the Exchange of Technical Information and for Cooperation in the Field of Peaceful Uses of Nuclear Energy between the Office of Atomic Energy for Peace of Thailand and the United States Department of Energy*

Comment: Open ended

538	400	3/6/2000		Secondary DOE		227	Primary DOE	Arms Control and Nonproliferation	Action Sheet 1 - Preliminary Safety Analysis Report
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Title: *Action Sheet 1 between the Office of Atomic Energy for Peace of Thailand and the United States Department of Energy for Preliminary Safety Analysis Report Review*

Comment:

Country: Turkey

624	519	3/20/2002	3/20/2007	Primary DOE			None	Science and Technology	Cooperation in Energy Technology
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Title: *Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Energy and Natural Resources of the Republic of Turkey for Cooperation in Energy Technology*

Comment:

625	520	3/20/2002	3/20/2002	Secondary DOE		624	Primary DOE	Science and Technology	Annex 2 - Cooperation in the Field of Coal and Power Systems
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Title: *Annex 2 to the Implementing Arrangement between the Department of Energy of the United States of America and the Ministry of Energy and Natural Resources of the Republic of Turkey for Cooperation in the Field of Coal and Power Systems*

Comment:

Country: Ukraine

507	454	4/26/1996		Intergovernmental			None	*Other - Radioactive Waste	Chornobyl Center
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Title: *Memorandum of Understanding on Participation In and Support of the Activities of the International Chornobyl Center on Nuclear Safety, Radioactive Waste and Radioecology*

Comment:

## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
508	455	7/22/1998	7/22/2003	Intergovernmental			None	*Other - Radioactive Waste	Int'l Radioecology Lab
<p>Title: <i>Agreement between the Government of the United States of America and the Government of Ukraine Concerning the International Radioecology Laboratory of the International Chernobyl Center</i></p> <p>on <i>Nuclear Safety, Radioactive Waste and Radioecology</i></p> <p>Comment: Department of Energy is the Executive Agent</p>									
510	457	5/6/1998	5/4/2028	Intergovernmental			None	Nuclear Energy	US-Ukraine PNC
<p>Title: <i>Agreement for Cooperation between the United States of America and Ukraine Concerning Peaceful Uses of Nuclear Energy</i></p> <p>Comment:</p>									
54	330	4/8/1994		Statement of Intent			None	Nuclear Energy	Shutdown Chernobyl Nuclear Power Plant
<p>Title: <i>Joint Statement About Paths to the Soonest Possible Shutdown of the Chernobyl Nuclear Power Plant</i></p> <p>Comment: Undertake near-term joint analysis of options for earliest possible closure of the Chernobyl power plant.</p>									

## Country: United Kingdom

41	364	7/25/1995		Statement of Intent			None	Environmental Restoration and Waste Management	Nuclear Clean-Up
<p>Title: <i>Heads of Agreement for Cooperation Between the United States Department of Energy and the United Kingdom Department of Trade and Industry on their Perspective Program for Nuclear Clean-up</i></p> <p>Comment: Cooperate, through sharing of information, on similar issues associated with nuclear decommissioning and clean-up</p>									
42	390	9/5/1996		Statement of Intent			None	Environmental Restoration and Waste Management	Environmental Restoration and Waste Management
<p>Title: <i>Statement of Intent between the United States Department of Energy and the United Kingdom Department of Trade and Industry</i></p> <p>Comment: Establish framework for cooperation in R&amp;D of technologies for the treatment, packaging, disposal of aluminum-based spent nuclear fuel.</p>									
598	493	11/6/2000	11/6/2010	Primary DOE			None	Energy Research and Development	MOU on Energy Research and Development
<p>Title: <i>Memorandum of Understanding Between The Department of Energy of the United States of America and The Department of Trade and Industry of the United Kingdom of Great Britain and Northern Ireland on Collaboration in Energy Research and Development</i></p> <p>Comment: Provides for cooperation in Fossil Energy, Energy Efficiency, Renewable Energy and the waste-related management and the environment.</p>									
634	529	11/17/200	11/17/200	Secondary DOE		598	Primary DOE	Environmental Management	AEA Technology plc
<p>Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and AEA Technology plc Under the Memorandum of Understanding on Energy R&amp;D between the Department of Energy of the United States of America and the Department of Trade and Industry of the United Kingdom of Great Britain and Northern Ireland</i></p> <p>Comment:</p>									



## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
611	506	9/17/2001	9/17/2006	Primary DOE			None	Nuclear Verification Technologies	MOU between DOE and the Department of Trade and Industry of the United Kingdom
<p>Title: <i>Memorandum of Understanding between the Department of Energy of the United States of America and the Department of Trade and Industry of the United Kingdom of Great Britain and Northern Ireland Concerning the Development and Implementation of Nuclear Verification Technologies</i></p> <p>Comment:</p>									
637	532	7/25/2002	7/25/2007	Primary DOE			None	Science and Technology	Implementing Agreement between DOE and Great Britain
<p>Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Secretary of State for Defence of the United Kingdom of Great Britain and Northern Ireland for Cooperation in Research and Development of Chemical and Biological Weapons Detection and Protection-Related Technologies</i></p> <p>Comment:</p>									
638	533	7/3/2002	7/3/2007	Primary DOE			None	Science and Technology	Gov't to Gov't agreement between US and Great Britain
<p>Title: <i>Agreement between the Government of the United States of America and the Government of the United Kingdom of Great Britain and Northern Ireland for Cooperation in Research and Development of Weapons Detection and Protection-Related Technologies</i></p> <p>Comment:</p>									
652	547	3/10/2003	3/10/2008	Primary DOE			None	Fossil Energy	Cooperation in the Field of Fossil Energy
<p>Title: <i>Implementing Arrangement between the Department of Energy of the United States of America and the Department of Trade and Industry of the United Kingdom of Great Britain and Northern Ireland to Cooperate in the Field of Fossil Energy Technology</i></p> <p>Comment:</p>									
143	278	6/11/1990	6/11/2000	Primary DOE			None	Energy Research and Development	Energy R&D
<p>Title: <i>Memorandum of understanding between the U.S. Department of Energy and the Department of energy of the United Kingdom of Great Britain and Northern Ireland on collaboration in energy research and development</i></p> <p>Comment: To continue and maximize cooperation in energy research and development</p>									

## Country: Uzbekistan

628	523	3/12/2002		Primary DOE			None	Arms Control and Nonproliferation	Proliferation of Nuclear Materials and Technologies
<p>Title: <i>Agreement between the Department of Energy of the United States of America and the Ministry of Foreign Affairs of the Republic of Uzbekistan Concerning Cooperation in the area of Prevention of Proliferation of Nuclear Materials and Technologies</i></p> <p>Comment:</p>									

## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
228	408	10/13/1999	10/13/2000	Primary DOE			None	Energy Research and Development	Energy Cooperation
<p>Title: <i>Agreement for Energy Cooperation between the Department of Energy of the United States of America and the Ministry of Energy and Mines of the Republic of Venezuela</i></p> <p>Comment: Supersedes the March 6, 1980 Energy R&amp;D agreement</p>									
443	73	7/10/1980	10/13/2000	Secondary DOE		228	Primary DOE	Fossil Energy	Project Annex 1 - Crude Characterization
<p>Title: <i>Project Annex I between the Department of Energy of the United States of America and the Ministry of Energy and Mines of Venezuela for the Joint Characterization of Heavy Crude Oils</i></p> <p>Comment: Exchange published technical information and jointly modify or develop new techniques for the characterization of heavy crude oil and heavy ends.</p>									
444	82	9/29/1980	10/13/2000	Secondary DOE		228	Primary DOE	Fossil Energy	Project Annex 4 - Enhanced Oil Recovery
<p>Thermal Processes</p> <p>Title: <i>Project Annex IV between the Department of Energy of the United States of America and the Ministry of Energy and Mines of the Republic of Venezuela in the Area of Enhanced Oil Recovery Thermal Process</i></p> <p>Comment: Cooperate in the application of additives to steam injection for the recovery of heavy oil thereby further efforts on the understanding of the thermal processes and the reservoir and its fluids where these processes are conducted.</p>									
445	137	3/14/1984	10/13/2000	Secondary DOE		228	Primary DOE	Fossil Energy	Project Annex 10 - Training of Petroleum Engineers
<p>Title: <i>Project Annex X between the Department of Energy of the United States of America and the Ministry of Energy and Mines of the Republic of Venezuela for On-Site Training of Petroleum Engineers</i></p> <p>Comment: Training of Venezuelan petroleum engineers at Elks Hills Naval Petroleum Facility</p>									
446	264	2/16/1989	10/13/2000	Secondary DOE		228	Primary DOE	Fossil Energy	Project Annex 14 - Exchange of Energy-Related Personnel
<p>Title: <i>Project Annex XIV between the Department of Energy of the United States of America and the Ministry of Energy and Mines of the Republic of Venezuela for the Exchange of Energy-Related Personnel</i></p> <p>Comment: DOE and MEMV shall cooperate in using their good offices and taking all reasonable steps to facilitate the exchange of energy-related personnel between Venezuela and the U.S. in the areas of fossil</p>									
447	333	4/26/1994	10/13/2000	Secondary DOE		228	Primary DOE	Fossil Energy	Project Annex 15 - Oil Recovery Information and Tech. Transfer
<p>Title: <i>Implementing Agreement XV to the Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Energy and Mines of the Republic of Venezuela in the Area of "Oil Recovery Information and Technology Transfer"</i></p> <p>Comment: Evaluate past and ongoing improved oil recovery projects in US and Venezuela; Data base compilation and exchange</p>									

## All In Force Bilateral Agreements

ID	File#	Start Date	End Date	Agreement Type	Legally Binding	Parent ID	Parent Type	Subject	Brief Description
499	448	8/15/1995	10/13/200	Secondary DOE		228	Primary DOE	Fossil Energy	Annex 16 - Oil and Petrochemical Ecology and Environmental Research
<p>Title: <i>Implementing Agreement XVI to the Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Energy and Mines of the Republic of Venezuela in the Area of Oil and Petrochemistry Ecology and Environmental Research</i></p> <p>Comment: Information exchange, biotechnology update and analysis of industrial and environmental trends</p>									
500	449	9/7/1995	10/13/200	Secondary DOE		228	Primary DOE	Fossil Energy	Annex 17 - Drilling Technology
<p>Title: <i>Implementing Agreement XVII to the Memorandum of Understanding between the Department of Energy of the United States of America and the Ministry of Energy and Mines of the Republic of Venezuela in the Area of Drilling Technology</i></p> <p>Comment: Exchange information and training of personnel on drilling technologies for more efficient and cost-effective methods drilling</p>									
633	528	8/9/2001	8/9/2006	Secondary DOE		228	Primary DOE	Fossil Energy	Project Annex No. XVIII - Natural Gas Technologies
<p>Title: <i>Project Annex No. XVIII to the Agreement for Energy Cooperation between the Department of Energy of the United States of America and the Ministry of Energy and Mines of the Bolivarian Republic of Venezuela in the area of Natural Gas Technologies</i></p> <p>Comment:</p>									

United States Department of Energy  
Agreement Listing

Listing of Agreements Under the Aegis of: IEA

Exp Date	DOE Office	Agreement #	Title
1/2050	EE	000011	International Energy Agency Implementing Agreement on Solar Heating and Cooling Program
9/30/94	EE	000012	International Energy Agency Implementing Agreement on Solar Heating and Cooling Program - Annex 12: Building Energy Analysis and Design Tools for Solar Applications
8/31/94	EE	000013	International Energy Agency Solar Heating and Cooling Program - Annex 13: Advanced Low Energy Buildings
1/2050	EE	000018	International Energy Agency Hydrogen Agreement: Implementing Agreement for a Program of Research and Development on the Production and Utilization of Hydrogen
12/31/94	EE	000024	International Energy Agency Implementing Agreement on Solar Heating and Cooling Program
1/1/2050	EE	000025	International Energy Agency Annex 1: Improvement of Thermohydraulic Design and Performance in Heat Transfer Equipment
1/1/2050	EE	000026	International Energy Agency Implementing Agreement on Improved Structural Design and Reliability of Heat Transfer Equipment
1/1/2050	EE	000030	International Energy Agency Implementing Agreement for Cooperation in R&D of Wind Turbine Systems
1/1/2050	EE	000033	International Energy Agency Implementing Agreement - Annex 1: Combustion System Modeling and Diagnostics
1/1/2050	EE	000034	International Energy Agency Implementing Agreement - Annex 2: Optimal Design of Heat Exchanger Networks
1/1/94	EE	000039	International Energy Agency Implementing Agreement for a Program of R&D on Advanced Heat Pump Systems
1/1/2050	EE	000045	International Energy Agency Implementing Agreement on High Temperature Materials for Automotive Engines
1/1/2050	EE	000049	International Energy Agency Implementing Agreement for a Program of Research and Development on Energy

United States Department of Energy  
Agreement Listing

Listing of Agreements Under the Aegis of: IEA

Exp Date	DOE Office	Agreement #	Title
			Conservation in Buildings and Community Systems
1/1/2050	EE	000053	International Energy Agency Implementing Agreement for Pulp and Paper Industry
1/1/2050	EE	000055	International Energy Agency Alcohol and Alcohol Blends as Motor Fuel (Umbrella Agreement) including Annex 1: A Common Study
1/1/2050	EE	000058	International Energy Agency Implementing Agreement for Program on Bioenergy Research and Development
1/1/2050	ER	000107	International Energy Agency Implementing Agreement for a Program of Research and Development on Superconducting Magnets for Fusion Power
7/31/95	ER	000108	International Energy Agency Implementing Agreement on a Cooperative Fusion Program for the Investigation of Toroidal Physics in, and Plasma Technologies of, Tokomaks with Poloidal Divertors
7/31/95	ER	000109	International Energy Agency Implementing Agreement - Annex I: Joint Fusion Work on the Investigation of Toroidal Physics and Plasma Technologies in Asdex-Upgrade
12/31/97	ER	000110	International Energy Agency Implementing Agreement for Fusion Program of R&D on Plasma Wall Interaction in Textor
10/21/94	ER	000115	International Energy Agency Implementing Agreement for Program of R&D on Radiation Damage in Fusion Materials
10/21/95	ER	000116	International Energy Agency Implementing Agreement for Program of R&D on Radiation Damage on Fusion Materials - Annex 2: Experimentation on Radiation Damage in Fusion Materials
1/14/96	ER	000118	International Energy Agency Implementing Agreement on Fusion Cooperation Among the Three Large Tokomak Facilities (JET, JT-60, and TFTR)
4/2/2000	ER	000119	International Energy Agency Implementing Agreement - Annex 2: Joint Fusion Work on the Investigation of Plasma Confinement Physics and Technology in Reversed Field Pinches (RFP)

United States Department of Energy  
Agreement Listing

Listing of Agreements Under the Aegis of: IEA

Exp Date	DOE Office	Agreement #	Title
4/2/2000	ER	000123	International Energy Agency Implementing Agreement for a Fusion Program of R&D on Reversed Field Pinches (RFP)
4/2/2000	ER	000124	International Energy Agency Annex 1: Coordination of Fusion R&D Work on Research Field Pinches (RFP)
7/6/97	ER	000266	International Energy Agency Implementing Agreement on a Cooperative Program on Environmental Safety and Economic Aspects of Fusion Power
1/1/2050	FE	000154	International Energy Agency Coal Research Service Center Project
1/1/2050	FE	000159	International Energy Agency Implementing Agreement for Performance of Research, Development and Demonstration on Enhanced Recovery of Oil
1/1/2049	FE	000181	International Energy Agency Implementing Agreement for Program of Research on Coal Liquid Mixtures
6/21/90 6/20/95			International Energy Agency Implementing Agreement for Cooperative Programme for Assessing the Impacts of High-Temperature Superconductivity on the Electric Power Sector

DEPARTMENT OF ENERGY RESEARCH AND DEVELOPMENT MULTI-LATERAL AGREEMENTS  
All Active Agreements

Term of Agreement	Countries	Type of Agreement	Agreement Subject Area	DOE Record #
3/20/74 9/16/96	Australia, Austria, Belgium, Canada, Denmark, Commission of the Euratom, Finland, France, Germany (unified), Greece, Italy, Japan, Netherlands, New Zealand, Norway, Portugal, Spain, Sweden, Switzerland, Turkey, United Kingdom	Umbrella	Nuclear data and computer programs	90
11/18/74 Indefinite	Australia, Austria, Belgium, Canada, Denmark, Germany, Greece, Ireland, Italy, Japan, Luxembourg, Netherlands, New Zealand, Spain, Sweden, Switzerland, Turkey, United Kingdom	Umbrella/annex	Establishment of International Energy Program through implementation of an International Energy Agency	
1/1/75 Indefinite	Australia, Austria, Belgium, Canada, Denmark, Commission of the Euratom, Finland, Germany (unified), Italy, Japan, Netherlands, Spain, Sweden, United Kingdom	Implementing/ project	Coal research	154
7/28/75 Indefinite	Australia, Belgium, Canada, Denmark, Finland, Germany (unified), Greece, Italy, Japan, Netherlands, New Zealand, Norway, Sweden, Switzerland, Turkey, United Kingdom	Implementing/ project	Energy conservation in buildings and community systems	49
11/20/75 Indefinite	Austria, Belgium, Germany, Italy, Netherlands, Spain, Sweden, Turkey, United Kingdom	Implementing/ project, annex	Establishment of the Coal Technical Information Service	154
12/31/75 Indefinite	Australia, Austria, Belgium, Canada, Denmark, Finland, Germany, Ireland, Italy, Japan, Netherlands, New Zealand, Spain, Sweden, United Kingdom (DOI/USGS, DOE and BLM)	Establishment of Coal Research Service	This Agreement incorporates four previous implementing agreements on: Mining Technology Clearinghouse (DOI BLM), Coal Economic Assessment Services (DOE), Coal Technical Information Services (DOE, DOI/USGS), and World Coal Resources and Reserves Data Bank (DOI/USGS)	154
12/20/76 Indefinite	Australia, Austria, Belgium, Canada, Commission of the Euratom, Denmark, Germany (unified), Greece, Italy, Japan, Netherlands, New Zealand, Norway, Spain, Sweden, Switzerland, United Kingdom	Implementing/ project, annexes	Solar heating and cooling systems	11
3/16/77 Indefinite	Belgium, Canada, France, Germany, Italy, Japan, Netherlands, Norway, Sweden, Switzerland, United Kingdom	Implementing/ project, annex	Energy conservation/emissions reduction in combustion	

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Term of Agreement	Countries	Type of Agreement	Agreement Subject Area	DOE Record #
3/16/77 Indefinite	Austria, Germany, Sweden, Switzerland	Implementing/ project, annex	Energy conservation through energy cascading	
3/16/77 Indefinite	Canada, Germany (unified), Italy, Japan, Norway, Sweden, Switzerland, United Kingdom	Annex	Combustion system modeling and diagnostics	33
6/28/77 4/00/97	Germany, Netherlands, Norway, Sweden, Switzerland, United Kingdom	Implementing/ project, annex	Energy conservation in heat transfer and heat exchangers	26
10/6/77 12/31/96	Germany, Israel, Spain, Switzerland	Implementing/ project, annexes	Solar power and chemical energy systems	
10/6/77 12/31/97	Canada, Commission of the Euratom, Japan, Switzerland, Turkey	Implementing/ project, annex	Fusion energy, plasma wall interaction in Textor	110
10/6/77 Indefinite	Germany, Japan, Sweden, Switzerland, United Kingdom	Implementing/ project, annex	Man-made geothermal energy systems	
10/6/77 Indefinite	Austria, Canada, Denmark, Germany (unified), Italy, Japan, Netherlands, New Zealand, Norway, Spain, Sweden, United Kingdom	Implementing/ project, annexes	Wind turbine systems	30
10/6/77 Indefinite	Germany (unified), Japan, Switzerland	Implementing/ project, annex	Superconducting magnets for fusion power	107
10/6/77 Indefinite	Belgium, Canada, EEC, Germany, Italy, Japan, Netherlands, Sweden, Switzerland	Implementing/ project, annexes	Production of hydrogen from water	18
4/00/78 Indefinite	Belgium, Canada, Ireland, Sweden	Implementing/ project, annex	Forestry energy	
4/13/78 Indefinite	Canada, Ireland, Japan, United Kingdom	Implementing/ project, annex	Wave power R&D	
5/24/78 Indefinite	Belgium, Ireland, Sweden, United Kingdom	Implementing/ project,	Biomass conversion technical information service	58
7/27/78 Indefinite	Germany, New Zealand, Sweden, United Kingdom	Implementing/ project, annex	Energy conservation in cement manufacture	
7/27/78 Indefinite	Austria, Belgium, Canada, Denmark, Germany (unified), Italy, Japan, Netherlands, Spain, Sweden, Switzerland, United Kingdom	Implementing/ project, annex	Advanced heat pump systems	39
9/22/78 Indefinite	Belgium, EEC, Denmark, Germany, Netherlands, Sweden, Switzerland	Implementing/ project, annexes	Energy conservation through energy	60



DEPARTMENT OF ENERGY RESEARCH AND DEVELOPMENT MULTI-LATERAL AGREEMENTS  
All Active Agreements

Term of Agreement	Countries	Type of Agreement	Agreement Subject Area	DOE Record #
			storage	
1/1/79 Indefinite	Canada, Venezuela	Other	Heavy crude and tar sands	160
5/22/79 6/30/97	Germany, Japan, Sweden	Implementing/ project, annexes	High temperature materials for automotive engines	
5/22/79 Indefinite	Australia, Austria, Canada, Denmark, Egypt, France, Germany, Japan, Norway, United Kingdom	Implementing/ project, annex	Enhanced recovery of oil	159
5/22/79 Indefinite	Italy, Mexico, New Zealand	Implementing/ project, annex	Geothermal equipment	
10/21/80 10/21/94	Canada, EEC, Japan, Switzerland	Ongoing Agreement	Radiation Damage in Fusion Materials	115
11/13/80 Indefinite	Australia, Belgium, Denmark, EEC, Germany, Italy, Norway, Sweden, Switzerland	Implementing/ project, annexes	Energy technology systems analysis	268
2/18/81 Indefinite	Belgium, Canada, Japan, Netherlands, Norway, Spain, Sweden, United Kingdom	Implementing/ project, annexes	Energy conservation in the pulp and paper industry	53
1/1/81 1/1/2049	Canada, Japan, Netherlands, Spain, Sweden, United Kingdom	Implementing/ project, annex	Coal/oil liquid mixtures	181
12/17/82 Indefinite	Commission of the Euratom	Letters of Cooperation: Information Exchange	Renewable energy sources	277
12/31/84 Indefinite	Belgium, Canada, Finland, France, Italy, Japan, Netherlands, New Zealand, Norway, Sweden, United Kingdom	Implementing/ project, annexes	Alternative motor fuels	55
3/27/85 Indefinite	Australia, Canada, Denmark, Finland, Germany, Italy, Netherlands, Sweden, United Kingdom		Coal Combustion Sciences	136
12/15/86 12/15/96	Commission of the Euratom		Magnetic fusion power system	103
1/26/87 Indefinite	Canada, Denmark, Finland, France, Germany, Italy, Japan, Netherlands, Norway, Spain, Sweden, Switzerland, United Kingdom		Energy technology data exchange	3
3/15/87 3/15/93	Canada, Norway, United Kingdom	Ongoing Agreement	Fossil Fuel Multiphase Flow Sciences	174
3/18/88 3/18/98	Australia, Belgium, Canada, Denmark, Finland, Italy, Japan, Korea, Netherlands, New Zealand, Norway, Sweden, Switzerland, United Kingdom	Implementing/ project, annexes	Information Center for the Analysis and Dissemination of Demonstrated Energy Technologies	44

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Term of Agreement	Countries	Type of Agreement	Agreement Subject Area	DOE Record #
			(CADDET)	
1/1/89 Indefinite	Austria, Belgium, Canada, Denmark, Finland, Ireland, Italy, Japan, New Zealand, Norway, Sweden, United Kingdom	Implementing/ project, annex	Bioenergy research and development	58
4/3/90 4/2/00	Commission of the Euratom, Japan	Implementing/ project	Fusion Energy/ Reversed Field Pinches (RFP)	123
4/3/90 4/2/00	Commission of the Euratom, Japan	Annex 1	Fusion Energy/ Reversed Field Pinches (RFP)	124
4/3/90 4/2/00	Commission of the Euratom, Japan	Annex 2	Fusion Energy/ Reversed Field Pinches (RFP)	119
7/5/91 7/4/96	Russia, Former Soviet Union	MOU/MOC	Magnetic confinement fusion	91
10/1/91 10/1/96	France, Germany (unified), United Kingdom	Umbrella	Liquid metal cooled fast breeder reactors	200
10/22/91 10/22/96	Czech Republic, Slovak Republic	Science and Technology Agreement	Fusion energy	259
11/20/91 11/19/01	Canada, Denmark, Commission of the Euratom, Finland, Italy, Japan, Netherlands, Norway, Spain, Sweden, United Kingdom	Implementing/ project, annex	Greenhouse gases derived from fossil fuel use	231
7/6/92 7/6/97	Canada, Commission of the Euratom, Japan	Implementing/ project, annexes	Environmental safety and economic aspects of fusion power	232
7/6/92 7/6/97	Canada, Commission of the Euratom, Japan	Umbrella	Environmentally economic aspects of fusion power	266
7/21/92 7/20/98	EEC, Germany, Japan, the former Soviet Union		Controlled thermonuclear fusion	233
11/24/92 11/11/98	Austria, Canada, Denmark, EEC, Finland, France, Germany, Israel, Italy, Japan, Korea, Netherlands, Portugal, Sweden, Switzerland, Turkey, United Kingdom	Implementing/ project, annexes	Photovoltaic power systems	
6/13/94 6/13/99	Canada, Japan	Implementing/ project, annex	Nuclear technology of fusion reactors	
7/12/94 7/12/99	Austria, Canada, France, Italy, Japan, Netherlands, Sweden, Switzerland, United Kingdom	Implementing/ project, annexes	Electric vehicle (EV) technologies	

Exp Date	DOE Office	Agreement #	Title
9/19/95	EM	000083	Memorandum of Cooperation in the Fields of Environmental Restoration and Waste Management between the United States of America and the Union of Soviet Socialist Republics
7/4/96	ER	000091	Memorandum of Cooperation in the Field of Magnetic Confinement Fusion Between U.S. Department of Energy and the Former Soviet Union Ministry of Atomic Power and Industry
7/4/96	ER	000126	Memorandum of Cooperation in the Field of Research on Fundamental Properties of Matter between the U.S. Department of Energy and the Ministry of Atomic Power and Industry of the Former Soviet Union
1/1/2050	FE	000160	U.S. Department of Energy, Canada and Venezuela Agreement for Unitar/UNDP Information Center for Heavy Crude and Tar Sands
10/1/96	NE	000200	U.S. Department of Energy, German Ministry of Research and Technology, Commission of Atomic Energy of France, and United Kingdom Atomic Energy Agency on Exchange of Information and Cooperation in Field of R&D of Liquid Metal Cooled Fast Breeder Reactors
	NE	000250	Proposed New Agreement - United States, Russian Federation and Ukraine Lisbon Initiative on the Review and Assessment of Russian Nuclear Reactor Design and Safety
10/22/96	PO	000259	U.S., Czech Republic and Slovak Republic Science and Technology Agreement

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Appendix P

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Appendix S

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Appendix T

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Appendix U

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