



## Department of Energy

Oak Ridge Operations Office  
P.O. Box 2001  
Oak Ridge, Tennessee 37831—

September 27, 2006

Oak Ridge Associated Universities  
Attn: Mr. Ivan Boatner, General Counsel  
P.O. Box 117  
Oak Ridge, Tennessee 37831

**SUBJECT: CONTRACT NO. DE-AC05-06OR23100, MODIFICATION M016**

Dear Mr. Boatner:

Enclosed is one fully executed copy of the subject document. This modification incorporates new clause H.37, corrects the formatting of clause I.108, and incorporates RCN ORAU-03 into the contract, replacing Section J, Attachment D. If you have any questions regarding this action, you may contact me at 576-0783 or via e-mail at [holtbl@oro.doe.gov](mailto:holtbl@oro.doe.gov).

*Beth L. Holt*

Beth L. Holt  
Contract Specialist  
Contracts and Property Management Branch  
Procurement and Contracts Division

Enclosure

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   8	
2. AMENDMENT/MODIFICATION NO. M016	3. EFFECTIVE DATE See Block 16.c.	4. REQUISITION/PURCHASE REQ. NO. WPAS-NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Oak Ridge Office Attn: Beth L. Holt P.O. Box 2001 Oak Ridge, TN 37831	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  Oak Ridge Associated Universities P.O. Box 117 Oak Ridge, TN 37831			<input checked="" type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
			<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
			<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.  DE-AC05-06OR23100	
				10B. DATED (SEE ITEM 13) December 21, 2005	
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. 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 15, 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 ACKNOWLEDGEMENT 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)**

Amount Obligated:

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

CHECK ONE	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.
<input type="checkbox"/>	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).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: P.L. 95-91; Mutual Agreement
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

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

See Page 2

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>Ivan A. Boatner, General Counsel</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Barbara J. Jackson, Contracting Officer	
15B. CONTRACT/OFFEROR BY <u>Ivan A. Boatner</u> (Signature of person authorized to sign)	15C. DATE SIGNED <b>9/25/06</b>	16B. UNITED STATES OF AMERICA BY <u>Barbara J. Jackson</u> (Signature of Contracting Officer)	16C. DATE SIGNED <b>09/27/06</b>

14. Description of Amendment/Modification:

The purpose of this modification is to accomplish the following:

- 1) Add new clause H.37 Compliance With Internet Protocol Version 6 (IPv6) in Acquiring Information Technology, in accordance with DOE Acquisition Letter 2006-04, implementing OMB Memorandum M-05-22.
- 2) Delete clause I.108 970.5227-1 Rights in Data – Facilities, replacing it with 970.5227-1 Rights in Data – Facilities contained in this modification, thus correcting formatting errors which made the original clause confusing.
- 3) Delete Section J, Attachment D, Requirements Change Notice ORAU-02 (21 pages) in its entirety and substitute the attached Requirements Change Notice ORAU-03 (18 pages) in lieu thereof.

Accordingly, the contract is hereby modified as follows:

1. Incorporate Clause H.37 Compliance with Internet Protocol version (IPv6) In Acquiring Information Technology as follows:

**H.37 COMPLIANCE WITH INTERNET PROTOCOL VERSION 6 (IPV6) IN ACQUIRING INFORMATION TECHNOLOGY (DEC 2005)**

This contract involves the acquisition of Information Technology (IT) that uses Internet Protocol (IP) technology. The Contractor agrees that: (1) all deliverables that involve IT that uses IP (products, services, software, etc.) will comply with IPv6 standards and interoperate with both IPv6 and IPv4 systems and products; and (2) it has IPv6 technical support for development and implementation and fielded product management available. If the Contractor plans to offer a deliverable that involves IT and is not initially compliant, the Contractor agrees to: (1) obtain the Contracting Officer's approval before starting work on the deliverable; (2) provide a migration path and firm commitment to upgrade to IPv6 for all application and product features by June 2008; and (3) have IPv6 technical support for development and implementation and fielded product management available.

Should the Contractor find that the statement of work or specifications of this contract do not conform to the IPv6 standard, it must notify the Contracting Officer of such nonconformance and act in accordance with instructions of the Contracting Officer.

2. Clause I.108 970.5227-1 Rights in Data – Facilities is deleted in its entirety and the following is substituted in lieu thereof:

**I.108 970.5227-2 RIGHTS IN DATA – FACILITIES (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 subparagraph (e) 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 paragraph (f) 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 right 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, or except for 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 (e) of this clause ("Rights in Limited Rights Data") or paragraph (f) 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 accordance with the provisions of this clause; and

(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.

(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) Copyrighted Material.

(1) The Contractor shall not, without prior written authorization of the Patent Counsel, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the Contractor.

(2) The Contractor agrees not to include in the technical data or computer software delivered under the 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 (c)(1) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software 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 technical data or computer software prior to its delivery.

(d) 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 DEAR 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 or restricted computer software for their private use.

(e) 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. 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)

#### (f) 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.

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."

(g) 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.

(End of Clause)

3. Section J, Attachment D, Requirements Change Notice ORAU-02 (21 pages) is deleted in its entirety and the attached Requirements Change Notice ORAU-03 (18 pages) is substituted in lieu thereof.

**Contractor's Statement of Release**

In consideration of the modification agreed to herein as a complete equitable adjustment, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to changes implemented as a result of this modification. There is no increase or decrease in the estimated cost of, or the time required for performance of any part of the work under this contract.

All other terms and conditions remain unchanged.

DOE Form  
(04/1991)

No.: ORAU-03

**U.S. Department of Energy  
REQUIREMENTS CHANGE NOTICE**

Page 1 of 18 Pages

PROJECT:  
Contract Baseline Documentation

LOCATION:  
Oak Ridge, Tennessee

CONTRACTOR:  
Oak Ridge Associated Universities (ORAU)

CONTRACT NO.:  
DE-AC05-06OR23100, I.105, Laws, Regulations, and  
DOE Directives, DEAR 970.5204-2

DATE OF CONTRACT:  
January 1, 2006

This Requirements Change Notice (RCN) No. ORAU-03 incorporates into Section J, Attachment D, of Contract No. DE-AC05-06OR23100, the attached list of applicable documents which have been assessed against the terms and conditions of the subject contract in accordance with the above referenced clause. This is a complete numbered list of administrative requirements and a representation of environment, safety, and health (ES&H) requirements. Information regarding ES&H-related directives and their applicability can only be obtained from the WSS set. ES&H-related directives in the WSS set are italicized in Section J, Attachment D. Changes to Section J, Attachment D, are indicated by bold type. Below is a list of the directives incorporated herein:

**ADDITIONS:**

DOE O 210.2  
ORO O 220, Chapter III, Change 5  
ORO O 350, Chapter III, Change 4

**DELETIONS:**

ORO O 220, Chapter III, Change 4  
ORO O 230, Chapter I, Change 4  
ORO O 350, Chapter III, Change 3

**UPDATES**

Work Smart Standards Set, Revision 25

*Gregory A. Mills*

DATE:  
9/6/06

## OUTLINE OF CHANGES

REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	AUTHORIZATION
<b>DOE O 210.2</b> Addition	06/12/2006	DOE CORPORATE OPERATING EXPERIENCE PROGRAM		ORO ltr dtd 07/07/2006 ORAU ltr dtd 08/02/2006
<b>ORO O 220, Chapter III</b> Deletion (Cancelled and replaced by ORO O 220, Chapter III, Change 5)	05/31/1996	ESTABLISHMENT OF MANAGEMENT DECISIONS ON OFFICE OF INSPECTOR GENERAL REPORTS	<b>4</b> <b>04/07/2004</b>	ORO ltr dtd 05/30/2006 ORAU ltr dtd 06/02/2006
<b>ORO O 220, Chapter III</b> Addition (Cancels and replaces ORO O 220, Chapter III, Change 4)	05/31/1996	ESTABLISHMENT OF MANAGEMENT DECISIONS ON OFFICE OF INSPECTOR GENERAL REPORTS	<b>5</b> <b>05/02/2006</b>	ORO ltr dtd 05/30/2006 ORAU ltr dtd 06/02/2006
<b>ORO O 230, Chapter I</b> Delete	09/30/1996	ENVIRONMENT, SAFETY, AND HEALTH PROGRAM FOR OAK RIDGE OPERATIONS	<b>4</b> <b>07/09/2004</b>	ORO ltr dtd 08/01/2006
<b>ORO O 350, Chapter III</b> Deletion (Cancelled and replaced by ORO O 350, Chapter III, Change 4)	05/31/1996	FEDERAL LABOR STANDARDS	<b>3</b> <b>01/26/2004</b>	ORO ltr dtd 05/17/2006 ORAU ltr dtd 06/09/2006
<b>ORO O 350, Chapter III</b> Addition (Cancels and replaces ORO O 350, Chapter III, Change 3)	05/31/1996	FEDERAL LABOR STANDARDS	<b>4</b> <b>05/09/2006</b>	ORO ltr dtd 05/17/2006 ORAU ltr dtd 06/09/2006
Work Smart Standards Updates Revision Number and Date	12/13/1999	ORISE WORK SMART STANDARDS SET	<b>25</b> <b>07/26/2006</b>	ORAU e-mail dtd 07/26/2006

**BASELINE LIST OF  
REQUIRED COMPLIANCE DOCUMENTS**

**List B - List of Applicable Directives**

DOE DIRECTIVES				
DOE directives may be found at the following Internet address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 110.3	11/03/1999	CONFERENCE MANAGEMENT		
DOE O 130.1	09/29/1995	BUDGET FORMULATION PROCESS		Expiration date extended to 05/01/2003 by DOE N 251.45.
DOE O 137.1A	08/30/1999	PLAN FOR OPERATING IN THE EVENT OF A LAPSE IN APPROPRIATIONS		
DOE P 141.2	05/02/2003	PUBLIC PARTICIPATION AND COMMUNITY RELATIONS		
DOE O 142.1	01/13/2004	CLASSIFIED VISITS INVOLVING FOREIGN NATIONALS		
DOE O 142.3	06/18/2004	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS PROGRAM		
DOE O 151.1C	11/02/2005	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM		
DOE N 153.2	08/11/2003	CONNECTIVITY TO NATIONAL ATMOSPHERIC RELEASE ADVISORY CENTER (NARAC)		Footnote (2)
DOE O 200.1	09/30/1996	INFORMATION MANAGEMENT PROGRAM		
DOE M 200.1-1	03/10/1997	TELECOMMUNICATIONS SECURITY MANUAL (OFFICIAL USE ONLY)		
DOE N 203.1	10/02/2000	SOFTWARE QUALITY ASSURANCE		Expiration date extended to 12/31/2001 by DOE N 251.40.

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REQUIRED COMPLIANCE DOCUMENTS**

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DOE DIRECTIVES				
DOE directives may be found at the following Internet address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 205.1	03/21/2003	DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM		
DOE M 205.1-1	09/30/2004	INCIDENT PREVENTION, WARNING, AND RESPONSE (IPWAR) MANUAL		
DOE M 205.1-2	06/26/2005	CLEARING, SANITIZATION, AND DESTRUCTION OF INFORMATION SYSTEM STORAGE MEDIA, MEMORY DEVICES, AND RELATED HARDWARE MANUAL		
Compliance: Implementation Plan Approved 02/01/2006.				
DOE N 205.2	11/01/1999	FOREIGN NATIONAL ACCESS TO DOE CYBER SYSTEMS		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.3	11/23/1999	PASSWORD GENERATION, PROTECTION, AND USE		Expiration date extended to 09/30/2006 by DOE N 205.16.
DOE N 205.8	02/11/2004	CYBER SECURITY REQUIREMENTS FOR WIRELESS DEVICES AND INFORMATION SYSTEMS		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.9	02/19/2004	CERTIFICATION AND ACCREDITATION PROCESS FOR INFORMATION SYSTEMS INCLUDING NATIONAL SECURITY SYSTEMS		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 205.10	02/19/2004	CYBER SECURITY REQUIREMENTS FOR RISK MANAGEMENT		Expiration date extended to 03/18/2006 by DOE N 205.15.

**BASELINE LIST OF  
REQUIRED COMPLIANCE DOCUMENTS**

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<b>DOE DIRECTIVES</b> DOE directives may be found at the following Internet address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE N 205.11	02/19/2004	SECURITY REQUIREMENTS FOR REMOTE ACCESS TO DOE AND APPLICABLE CONTRACTOR INFORMATION TECHNOLOGY SYSTEMS		Expiration date extended to 03/18/2006 by DOE N 205.15.
DOE N 206.3	11/22/2005	PERSONAL IDENTITY VERIFICATION		
<b>DOE O 210.2</b>	<b>06/12/2006</b>	<b>DOE CORPORATE OPERATING EXPERIENCE PROGRAM</b>		
DOE O 221.1	03/22/2001	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL		
DOE O 221.2	03/22/2001	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL		
DOE O 221.3	12/17/2001	ESTABLISHMENT OF MANAGEMENT DECISIONS ON OFFICE OF INSPECTOR GENERAL REPORTS		
DOE N 221.11	09/20/2005	REPORTING FRAUD, WASTE, AND ABUSE		
DOE O 225.1A	11/26/1997	ACCIDENT INVESTIGATIONS		
DOE O 226.1	09/15/2005	IMPLEMENTATION OF DEPARTMENT OF ENERGY OVERSIGHT POLICY		
DOE P 226.1	06/10/2005	DEPARTMENT OF ENERGY OVERSIGHT POLICY		
DOE O 231.1A	08/19/2003	ENVIRONMENT, SAFETY AND HEALTH REPORTING		

**BASELINE LIST OF  
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<b>DOE DIRECTIVES</b> DOE directives may be found at the following Internet address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE M 231.1-1A	03/19/2004	ENVIRONMENT, SAFETY AND HEALTH REPORTING MANUAL	1 09/09/2004	
DOE M 231.1-2	08/19/2003	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION		
DOE O 241.1A	04/09/2001	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT	1 10/04/2003	
DOE O 243.1	02/03/2006	RECORDS MANAGEMENT PROGRAM		
DOE O 243.2	02/02/2006	VITAL RECORDS		
DOE O 251.1A	01/30/1998	DIRECTIVES SYSTEM		
DOE M 251.1-1A	01/30/1998	DIRECTIVES SYSTEM MANUAL		
DOE O 252.1	11/19/1999	TECHNICAL STANDARDS PROGRAM		
DOE O 350.1	09/30/1996	CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS	1 05/08/1998	
DOE O 412.1	04/20/1999	WORK AUTHORIZATION SYSTEM		
DOE O 413.1A	04/18/2002	MANAGEMENT CONTROL PROGRAM		
DOE P 413.2	01/07/2004	VALUE ENGINEERING		
DOE O 413.3	10/13/2000	PROGRAM AND PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS	1 01/03/2005	

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**List B - List of Applicable Directives**

<b>DOE DIRECTIVES</b>				
DOE directives may be found at the following Internet address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE M 413.3-1	03/28/2003	PROJECT MANAGEMENT FOR THE ACQUISITION OF CAPITAL ASSETS		
DOE O 414.1C	06/17/2005	QUALITY ASSURANCE		ES&H-related directive included in WSS. See Footnote (3).
DOE O 420.1B	12/22/2005	FACILITY SAFETY		ES&H-related directive included in WSS. See Footnote (3).
DOE O 430.1B	09/24/2003	REAL PROPERTY ASSET MANAGEMENT		
DOE O 430.2A	04/15/2002	DEPARTMENTAL ENERGY AND UTILITIES MANAGEMENT		
DOE O 435.1	07/09/1999	RADIOACTIVE WASTE MANAGEMENT	1 08/28/2001	ES&H-related directive included in WSS. See Footnote (3).
DOE M 435.1-1	07/09/1999	RADIOACTIVE WASTE MANAGEMENT MANUAL	1 06/19/2001	ES&H-related directive included in WSS. See Footnote (3).
DOE O 440.1A	03/27/1998	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES		ES&H-related directive included in WSS. See Footnote (3).  Attachment 1, Paragraph 8, and Attachment 2, Paragraph 22, cancelled by DOE O 414.1B.



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REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
<i>DOE M 440.1-1A</i>	<i>01/09/2006</i>	<i>DOE EXPLOSIVES SAFETY MANUAL</i>		<i>ES&amp;H-related directive included in WSS. See Footnote (3).</i>
DOE O 442.1A	06/06/2001	DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PROGRAM		
DOE O 443.1	05/15/2000	PROTECTION OF HUMAN SUBJECTS		
<i>DOE O 450.1</i>	<i>01/15/2003</i>	<i>ENVIRONMENTAL PROTECTION PROGRAM</i>	<i>2</i> <i>12/07/2005</i>	<i>ES&amp;H-related directive included in WSS. See Footnote (3).</i>
DOE P 450.7	08/02/2004	DEPARTMENT OF ENERGY ENVIRONMENT, SAFETY AND HEALTH (ES&H) GOALS		
<i>DOE O 451.1B</i>	<i>10/26/2000</i>	<i>NATIONAL ENVIRONMENTAL POLICY ACT COMPLIANCE PROGRAM</i>	<i>1</i> <i>09/28/2001</i>	<i>ES&amp;H-related directive included in WSS. See Footnote (3).</i>
DOE M 452.4-1A	03/11/2004	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS		
DOE O 460.1B	04/04/2003	PACKAGING AND TRANSPORTATION SAFETY		
DOE O 460.2A	12/22/2004	DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT		
DOE M 460.2-1	09/23/2002	RADIOACTIVE MATERIAL TRANSPORTATION PRACTICES MANUAL		Footnote (2)

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REQUIRED COMPLIANCE DOCUMENTS**

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REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE P 470.1	05/08/2001	INTEGRATED SAFEGUARDS AND SECURITY MANAGEMENT (ISSM) POLICY		
DOE N 470.2	12/15/2000	REPORTING UNOFFICIAL FOREIGN TRAVEL		Expiration date extended to 12/31/2001 by DOE N 251.40.
DOE O 470.2B	10/31/2002	INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM		
DOE O 470.3A	11/29/2005	DESIGN BASIS THREAT POLICY (U)		
DOE O 470.4	08/26/2005	SAFEGUARDS AND SECURITY PROGRAM		
DOE M 470.4-1	08/26/2005	SAFEGUARDS AND SECURITY PROGRAM PLANNING AND MANAGEMENT	1 03/07/2006	
DOE M 470.4-2	08/26/2005	PHYSICAL PROTECTION	1 03/07/2006	
DOE M 470.4-3	08/26/2005	PROTECTIVE FORCE	1 03/07/2006	
DOE M 470.4-4	08/26/2005	INFORMATION SECURITY		
DOE M 470.4-5	08/26/2005	PERSONNEL SECURITY		
DOE M 470.4-6	08/26/2005	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY		

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<b>DOE DIRECTIVES</b> DOE directives may be found at the following Internet address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE M 471.2-2	08/03/1999	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL		Chapter VI, paragraphs 4j(2) and 4j(6); and Chapter VII, paragraph 12a(2)(a) canceled by DOE N 205.3.  Chapter III, Section 8, canceled by DOE N 205.4.
DOE O 471.3	04/09/2003	IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION		
DOE M 471.3-1	04/09/2003	MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION		
DOE O 475.1	12/10/2004	COUNTERINTELLIGENCE PROGRAM		
DOE M 475.1-1A	05/08/1998	IDENTIFYING CLASSIFIED INFORMATION		Expiration date extended to 03/03/2006 by DOE N 251.61.
DOE N 481.1A	04/21/2003	REIMBURSABLE WORK FOR DEPARTMENT OF HOMELAND SECURITY		Expiration date extended to 04/21/2006 by DOE N 251.62.
DOE O 481.1B	09/28/2001	WORK FOR OTHERS (NON-DEPARTMENT OF ENERGY FUNDED WORK)		
DOE M 481.1-1A	01/03/2001	REIMBURSABLE WORK FOR NON-FEDERAL SPONSORS PROCESS MANUAL	1 09/28/2001	

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REQUIRED COMPLIANCE DOCUMENTS**

**List B - List of Applicable Directives**

<b>DOE DIRECTIVES</b>				
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REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
DOE O 522.1	11/03/2004	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES		
DOE O 534.1B	01/06/2003	ACCOUNTING		
DOE O 551.1B	08/19/2003	OFFICIAL FOREIGN TRAVEL		
DOE M 573.1-1	07/12/2000	MAIL SERVICES USER'S MANUAL		
DOE O 580.1	12/07/2005	DEPARTMENT OF ENERGY PERSONAL PROPERTY MANAGEMENT PROGRAM		
DOE 1340.1B	01/07/1993	MANAGEMENT OF PUBLIC COMMUNICATIONS PUBLICATIONS AND SCIENTIFIC, TECHNICAL, AND ENGINEERING PUBLICATIONS		
DOE 1350.1	10/28/1981	AUDIOVISUAL AND EXHIBITS MANAGEMENT	1 03/26/1984	
DOE 1450.4	11/12/1992	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/RADIO CONVERSATIONS		
DOE 2340.1C	06/08/1992	COORDINATION OF GENERAL ACCOUNTING OFFICE ACTIVITIES		
DOE 5400.5	02/08/1990	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT	2 01/07/1993	ES&H-related directive included in WSS. See Footnote (3).
DOE 5530.1A	09/20/1991	ACCIDENT RESPONSE GROUP		ES&H-related directive included in WSS. See Footnote (3).

**BASELINE LIST OF  
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<b>DOE DIRECTIVES</b> DOE directives may be found at the following Internet address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>·REQUIRED COMPLIANCE DOCUMENT</b>	<b>DATE</b>	<b>TITLE</b>	<b>THROUGH CHANGE</b>	<b>NOTES AND COMMENTS</b>
<i>DOE 5530.5</i>	<i>07/10/1992</i>	<i>FEDERAL RADIOLOGICAL MONITORING AND ASSESSMENT CENTER</i>	<i>1 12/02/1992</i>	<i>ES&amp;H-related directive included in WSS. See Footnote (3).</i>

**BASELINE LIST OF  
REQUIRED COMPLIANCE DOCUMENTS****List B - List of Applicable Directives**

<b>SECRETARY OF ENERGY NOTICES (SENs)</b> SENs may be found at the following Internet address: <a href="http://www.directives.doe.gov/">http://www.directives.doe.gov/</a>				
<b>REQUIRED COMPLIANCE DOCUMENT</b>	<b>DATE</b>	<b>TITLE</b>	<b>THROUGH CHANGE</b>	<b>NOTES AND COMMENTS</b>
SEN-22-90	05/08/1990	DOE POLICY ON SIGNATURES OF RCRA PERMIT APPLICATIONS		

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**List B - List of Applicable Directives**

<b>ORO DIRECTIVES</b>				
ORO directives may be found at the following Internet address: <a href="http://www.ornl.gov/doe_oro_dmg/oro_dir.htm">http://www.ornl.gov/doe_oro_dmg/oro_dir.htm</a>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 130		BUDGET		
Chapter II	05/15/1996	SHUTDOWN OF DEPARTMENTAL OPERATIONS UPON FAILURE BY CONGRESS TO ENACT APPROPRIATIONS	4 06/01/2005	
ORO O 150		EMERGENCY MANAGEMENT AND PLANNING		
Chapter I	09/30/1996	COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM	6 04/22/2004	
ORO O 220		ASSESSMENTS		
Chapter II	09/30/1996	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL	4 09/06/2005	
Chapter III	05/31/1996	ESTABLISHMENT OF MANAGEMENT DECISIONS ON OFFICE OF INSPECTOR GENERAL REPORTS	5 05/02/2006	
Chapter IV	05/31/1996	COORDINATION OF GOVERNMENT ACCOUNTABILITY OFFICE ACTIVITIES	4 04/29/2005	
Chapter VII	05/31/1996	AUDIT RESOLUTION AND FOLLOW-UP	4 04/29/2005	

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REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
<b>ORO O 230</b>		<b>REPORTING</b>		
Chapter III	06/14/1996	COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA) REQUIREMENTS	4 06/22/2004	Footnote (2)
<b>ORO O 250</b>		<b>STANDARDIZATION</b>		
Chapter I	08/13/1996	ORO STANDARDS MANAGEMENT PROGRAM OVERVIEW	5 04/18/2006	
Chapter II	08/13/1996	ORO DIRECTIVES SYSTEM	6 04/18/2006	
Chapter IV	08/13/1996	IMPACT ASSESSMENTS	4 04/18/2006	
Chapter V	08/13/1996	DEVELOPMENT, APPROVAL, AND MAINTENANCE OF WORK SMART STANDARDS SETS	6 04/18/2006	
Chapter VI	09/30/1996	IMPLEMENTATION PLANS AND EXEMPTION REQUESTS	5 04/18/2006	
Chapter VIII	04/27/2001	REQUIREMENTS CHANGE NOTICES	2 04/18/2006	
Chapter X	10/31/2003	DOE DIRECTIVES SYSTEM	1 04/18/2006	



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<b>ORO DIRECTIVES</b> ORO directives may be found at the following Internet address: <a href="http://www.ornl.gov/doe_oro_dmg/oro_dir.htm">http://www.ornl.gov/doe_oro_dmg/oro_dir.htm</a>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 350		CONTRACTOR HUMAN RESOURCE PROGRAMS		
Chapter III	05/31/1996	FEDERAL LABOR STANDARDS	4 05/09/2006	
ORO O 410		MANAGEMENT		
Chapter I	09/24/1996	WORK AUTHORIZATION SYSTEM	4 08/04/2005	
ORO O 430		LIFE CYCLE ASSET MANAGEMENT		
Chapter II	06/14/1996	ENERGY AND UTILITIES MANAGEMENT	3 02/19/2004	
ORO O 440		WORKER PROTECTION		
Chapter V	09/30/1996	EMPLOYEE CONCERNS MANAGEMENT SYSTEM	4 05/23/2005	
ORO O 470		SAFEGUARDS AND SECURITY		
Chapter I	09/30/1996	SAFEGUARDS AND SECURITY PROGRAM	3 10/29/2004	
Chapter VII	05/15/1996	PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS	4 02/02/2005	
Chapter IX	05/15/1996	CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS	3 12/29/2004	
Chapter XIII	01/30/2004	TECHNICAL SURVEILLANCE COUNTERMEASURES PROGRAM – USE OF TELEPHONE LINEMAN-TYPE HANDSETS OR ITEMS SIMILAR IN PURPOSE, USE, OR EFFECT ON DOE-OWNED OR DOE-LEASED PROPERTY		

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**List B - List of Applicable Directives**

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REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH CHANGE	NOTES AND COMMENTS
ORO O 530		ACCOUNTING		
Chapter III	06/18/1996	ACCOUNTING	5 02/02/2005	
ORO O 550		TRAVEL AND TRANSPORTATION		
Chapter II	09/26/2001	FOREIGN TRAVEL AUTHORIZATION	1 12/16/2004	Footnote (4)

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**List B - List of Applicable Directives**

<p align="center"><b>WORK SMART STANDARDS (WSS) SET</b>  WSS Set may be found at:  <a href="http://www.ornl.gov/orise/wss.htm">http://www.ornl.gov/orise/wss.htm</a></p>				
REQUIRED COMPLIANCE DOCUMENT	DATE	TITLE	THROUGH REVISION	NOTES AND COMMENTS
WSS Set	12/13/1999	OAK RIDGE INSTITUTE FOR SCIENCE AND EDUCATION (ORISE) WORK SMART STANDARDS SET	25 07/26/2006	

**FOOTNOTES:**

- (1) This document is not directly applicable to the Contractor; it is included in the list of applicable documents because the Contractor must provide certain information or input to DOE in order for DOE to comply with requirements specified in the document.
- (2) The Contractor does not perform activities which fall within the scope of this directive at this time. If these activities are conducted at some future date, the requirements contained in this document will be applicable to the Contractor and programs to implement the requirements of this document will be established when and if such activities are to be initiated.
- (3) This document is ES&H-related and appears on the current Work Smart Standards Set. In an S/RID or WSS Set, the document may be referenced in its entirety or only certain chapters, paragraphs, or sections.
- (4) The requirements of this document are applicable; however, specific additional clarification or guidance is required from DOE before such requirements can be implemented in full as indicated in written requests for direction from the Contractor.