

2. AMENDMENT/MODIFICATION NO. 0416	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 22SC001608	5. PROJECT NO. (If applicable)
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6. ISSUED BY Thomas Jefferson Site Office U.S. Department of Energy Thomas Jefferson Site Office 12000 Jefferson Avenue Newport News VA 23606	7. ADMINISTERED BY (If other than Item 6) Thomas Jefferson Site Office U.S. Department of Energy Thomas Jefferson Site Office 12000 Jefferson Avenue Newport News VA 23606
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Jefferson Science Associates, LLC Attn: ELIZABETH LAWSON 1201 New York Ave NW Ste 430 Washington DC 200056134	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 9A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-06OR23177 10B. DATED (SEE ITEM 13) 04/14/2006
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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 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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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) Net Increase: \$87,141,385.67
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION 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.
	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:
	D. OTHER (Specify type of modification and authority) X Mutual agreement of the parties - see item #14

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
UEI: MTWLVJR54N7
MANAGEMENT AND OPERATION OF THE THOMAS JEFFERSON NATIONAL ACCELERATOR FACILITY.

MODIFICATION AUTHORITY:

H.15 Application of DOE Contractor Requirements Documents
I.79 DEAR 959.215-70 Key Personnel
I.91 DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000)
I.121 DEAR 970.5232-4 Obligation of Funds (DEC 2000)
Acquisition Letter No. AL 2022-01 Deviations for Revised DEAR Solicitation Provisions and Contract Clauses for
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Stuart Henderson	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) James W. Skinner
15B. CONTRACTOR/OFFEROR <u>Stuart D. Henderson</u> <small>Stuart D. Henderson (Sep 30, 2022 14:46 EDT) (Signature of person authorized to sign)</small>	15C. DATE SIGNED Sep 30, 2022
16B. UNITED STATES OF AMERICA <u>JAMES SKINNER</u> <small>Digitally signed by JAMES SKINNER Date: 2022.09.30 15:19:11 -04'00' (Signature of Contracting Officer)</small>	16C. DATE SIGNED

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC05-06OR23177/0416

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NAME OF OFFEROR OR CONTRACTOR
Jefferson Science Associates, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Technology Transfer PF 2022-15 Revisions to the Employee Compensation: Pay and Benefits Corporate H Clause HCA Memorandum entitled "Revision to the Recruitment and Retention Tools Model in the Office of Science Contractor Human Resource Appendix" dated May 3, 2022</p> <p>LIST OF CHANGES:</p> <p>Reason for Modification: Other Administrative Action</p> <p>Obligated Amount for this Modification: \$87,141,385.67</p> <p>New Total Obligated Amount for this Award: \$2,798,236,594.98</p> <p>Incremental Funded Amount changed: from \$2,711,095,209.31 to \$2,798,236,594.98</p>				

The purpose of this modification is to:

a. Add the following DOE Directives in List B of Appendix E:

- DOE O 150.1B, Continuity Programs (12/21/21) (See Note 10)

Note 10: DOE O 150.1B, Only Contract Requirements Document sections 8.a.(1), (2), (3), (8), (10), and (15), and 8.e. [both (1) and (2)] are applicable at TJNAF since the Site does not have or support PMEFs, MEFs, ESAs, or essential functions imposed by SPP activities. Additionally, section 8.a.(15) is tailored to read, “Establishing the orders of succession to key positions.”

- DOE O 205.1C, Change 1, Department of Energy Cybersecurity Program (02/03/22)
- DOE O 243.1C, Records Management Program (02/07/22)

b. Delete the following DOE Directives in List B of Appendix E:

- DOE O 150.1A, Continuity Programs (03/31/14)
- DOE O 205.1C, Department of Energy Cybersecurity Program (05/15/19)

c. Delete clause H.18 Employee Compensation: Pay and Benefits and add Clause H.18 Employee Compensation: Pay and Benefits.

d. Delete clause I.107 DEAR 970.5227-3 Technology Transfer Mission (DEC 2019)(SC Alternate) and add clause I.107 DEAR 970.5227-3 Technology Transfer Mission (AUG 2002)(DEVIATION)

e. Delete clause I.112 DEAR 970.5227-10 Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (APR 2018)(SC Alternate) and add clause I.112 DEAR 970.5227-10 Patent Rights – Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (AUG 2000)(DEVIATION)

f. Delete Appendix A (Effective October 2019) and add Appendix A (Effective July 2020)

g. Revise the Key Personnel position of Chief Operating Officer in Appendix F as follows:

Johnathon Huff
Chief Operating Officer

h. Revise the funds on the contract as follows:

The total amount under this contract is increased \$87,141,385.67 from 2,711,095,209.31 to 2,798,236,594.98

As a result, the first sentence of paragraph (a) of Clause I.121, "Obligation of Funds," is changed to read as follows:

Obligation of Funds. The amount presently obligated by the Government with respect to this contract is as follows:

FT	Program	Obj Cl	Local Use or SPP	B&R Code	Change	FY22 Amount	Cumulative Contract Amount
WA	2924033	25400		39KB00000P	0.00	0.00	0.00
WA	2924033	32001	0472770	39KB00000P	0.00	0.00	245,428,048.00
WA	2923489	32001		39KB01000P	0.00	0.00	0.00
WA	2925036	32001		39KB95030PRN20SC52000	0.00	5,000,000.00	6,320,000.00
WA	2925036	32001	Fund 7700	39KB95030PRN20SC52000	32,060,000.00	32,060,000.00	32,060,000.00
WA	2923567	32001	0472469	39KG01000P	0.00	0.00	96,799.00
WA	2924171	32001	0473071	39KG01000P	0.00	0.00	72,056,566.00
WA	2924279	32001		39KG02000P	0.00	0.00	29,186,951.00
WA	2925039	32001		39KG95080PRN20SC73000	0.00	10,000,000.00	14,000,000.00
WA	2925039	32001	Fund 7700	39KG95080PRN20SC73000	10,000,000.00	10,000,000.00	10,000,000.00
WA	2925401	32001		39KG95200PRN22SC72000	0.00	1,000,000.00	1,000,000.00
3T	1720292	25400	0499145	400403109 AGRJSA2010W018	0.00	0.00	719,600.00
3T	1720292	25400	0482420	400403109 AGRSURA-2001-W004	0.00	0.00	-5,450.00
3T	1720292	25400	0493300	400403109 JSA2008W005	0.00	0.00	1,449,971.00
3T	1720292	25400	0494992	400403109 JSA2009W008	0.00	0.00	1,027,138.00
3T	1720297	25400	0485465	400403209 AGRSURA05W004	0.00	0.00	443,526.00
3T	1720297	25400		400403209 AGRSURA2005W007	0.00	0.00	100,309.00
3T	1720303	25400	0503028	400403309 AGRJSA12IA012	0.00	0.00	1,696,226.00
3T	1720303	25400	0503181	400403309 AGRJSA12IA012A	0.00	0.00	523,140.00
3T	1720303	25400	0499086	400403309 AGRJSA2011W005	0.00	0.00	2,988,283.00
3T	1720303	25400	0499323	400403309 AGRJSA2011W005A	0.00	0.00	21,540.00
3T	1720303	25400	0500102	400403309 AGRJSA2011W005B	0.00	0.00	70,115.00
3T	1720303	25400	0501141	400403309 AGRJSA2011W005C	0.00	0.00	6,227,664.00
3T	1720303	25400	0502692	400403309 AGRJSA2011W005D	0.00	0.00	58,873.00
3T	1720303	25400	0499088	400403309 AGRJSA2011W006	0.00	0.00	152,378.29
3T	1720303	25400	0501347	400403309 AGRJSA2011W006A	0.00	0.00	154,127.00
3T	1720303	25400	0499144	400403309 AGRJSA2011W007	0.00	0.00	299,833.00
3T	1720303	25400	0499324	400403309 AGRJSA2011W011	0.00	0.00	37,180.00
3T	1720303	25400	0503559	400403309 AGRJSA2012IA012B	0.00	0.00	58,529.00
3T	1720303	25400	0504980	400403309 AGRJSA2012IA012C	0.00	0.00	21,765.00
3T	1720303	25400	0505870	400403309 AGRJSA2012IA012D	0.00	0.00	144,781.00
3T	1720303	25400	0506248	400403309 AGRJSA2012IA012E	0.00	0.00	43,358.00
3T	1720303	25400	0506387	400403309 AGRJSA2012IA012F	0.00	0.00	73,877.00
3T	1720303	25400	0508105	400403309 AGRJSA2012IA012G	0.00	0.00	149,490.00
3T	1720303	25400	0510432	400403309 AGRJSA2012IA012H	0.00	0.00	73,246.00
3T	1720303	25400	0472518	400403309 AGRN00014-01-F-0171G	0.00	0.00	564.00
3T	1720303	25400	0490864	400403309 AGRN00014-04-F0171AA	0.00	0.00	255,896.00
3T	1720303	25400	0491455	400403309 AGRN00014-04-F0171AB	0.00	0.00	3,033,443.00
3T	1720303	25400	0491618	400403309 AGRN00014-04-F0171AC	0.00	0.00	124,113.00
3T	1720303	25400	0491619	400403309 AGRN00014-04-F0171AD	0.00	0.00	1,390,511.00
3T	1720303	25400	0491704	400403309 AGRN00014-04-F0171AE	0.00	0.00	147,851.00
3T	1720303	25400	0491705	400403309 AGRN00014-04-F0171AF	0.00	0.00	77,061.00
3T	1720303	25400	0496189	400403309 AGRN00014-04-F0171AG	0.00	0.00	2,908,725.00
3T	1720303	25400	0496602	400403309 AGRN00014-04-F0171AH	0.00	0.00	3,397,389.00
3T	1720303	25400	0496783	400403309 AGRN00014-04-F0171AI	0.00	0.00	847,445.00
3T	1720303	25400	0496995	400403309 AGRN00014-04-F0171AJ	0.00	0.00	159,411.00
3T	1720303	25400	0496996	400403309 AGRN00014-04-F0171AK	0.00	0.00	156,952.00
3T	1720303	25400	0483765	400403309 AGRN00014-04-F-0171M	0.00	0.00	-18.00
3T	1720303	25400	0484186	400403309 AGRN00014-04-F-0171N	0.00	0.00	-542.00
3T	1720303	25400	0484187	400403309 AGRN00014-04-F-0171P	0.00	0.00	0.00
3T	1720303	25400	0484337	400403309 AGRN00014-04-F-0171Q	0.00	0.00	-1,355.00
3T	1720303	25400	0485294	400403309 AGRN00014-04-F-0171U	0.00	0.00	2,607.00
3T	1720303	25400	0485295	400403309 AGRN00014-04-F-0171V	0.00	0.00	25,413.00
3T	1720303	25400	0485815	400403309 AGRN00014-04-F-0171W	0.00	0.00	1,466.00
3T	1720303	25400	0490728	400403309 AGRN00014-04-F-0171X	0.00	0.00	7,071.00
3T	1720303	25400	0490818	400403309 AGRN00014-04-F-0171Y	0.00	0.00	4,590.00
3T	1720303	25400	0490878	400403309 AGRN00014-04-F-0171Z	0.00	0.00	99,307.00

FT	Program	Obj Cl	Local Use or SPP	B&R Code	Change	FY22 Amount	Cumulative Contract Amount
WA	2924033	25400		39KB00000P	0.00	0.00	0.00
3T	1720303	25400	0493120	400403309 AGRNONRMOA-2008C	0.00	0.00	67,887.00
3T	1720303	25400	0493174	400403309 AGRNONRMOA-2008D	0.00	0.00	139,380.00
3T	1720303	25400	0493193	400403309 AGRNONRMOA-2008E	0.00	0.00	1,870,735.00
3T	1720303	25400	0493366	400403309 AGRNONRMOA-2008F	0.00	0.00	244,330.00
3T	1720303	25400	0493858	400403309 AGRNONRMOA-2008G	0.00	0.00	69,065.00
3T	1720303	25400	0493883	400403309 AGRNONRMOA2008H	0.00	0.00	910,623.00
3T	1720303	25400	0493927	400403309 AGRNONRMOA2008I	0.00	0.00	1,354,241.00
3T	1720303	25400	0493970	400403309 AGRNONRMOA2008J	0.00	0.00	47,275.00
3T	1720303	25400	0494355	400403309 AGRNONRMOA2008L	0.00	0.00	347,365.00
3T	1720303	25400	0494356	400403309 AGRNONRMOA2008M	0.00	0.00	194,020.00
3T	1720303	25400	0494418	400403309 AGRNONRMOA2008N	0.00	0.00	2,248,581.00
3T	1720303	25400	0495047	400403309 AGRNONRMOA2008O	0.00	0.00	423,454.00
3T	1720303	25400	0495607	400403309 AGRNONRMOA2008P	0.00	0.00	266,982.00
3T	1720303	25400	0495608	400403309 AGRNONRMOA2008Q	0.00	0.00	1,940,643.00
3T	1720303	25400	0498046	400403309 AGRNONRMOA2008R	0.00	0.00	277,899.00
3T	1720303	25400	0498054	400403309 AGRNONRMOA2008S	0.00	0.00	107,766.00
3T	1720303	25400	0498388	400403309 AGRNONRMOA2008T	0.00	0.00	136,298.00
3T	1720303	25400	0498457	400403309 AGRNONRMOA2008U	0.00	0.00	45,429.00
3T	1720303	25400	0492199	400403309 AGRNONRMOA2008	0.00	0.00	1,941,503.00
3T	1720303	25400	0492286	400403309 AGRNONRMOA-2008A	0.00	0.00	1,938,446.00
3T	1720303	25400	0492379	400403309 AGRNONRMOA-2008B	0.00	0.00	22,609.00
3T	1720303	25400		400403309 AGRSURA03W002	0.00	0.00	-17,082.30
3T	1720303	25400	0482421	400403309 AGRSURA2004W003	0.00	0.00	2,621.00
3T	1720303	25400		400403309 AGRSURA2006W011	0.00	0.00	94,443.00
3Y	1720330	25400		400407000 AGRSURA2004W007	0.00	0.00	4,068.00
3W	1720338	25400	0502117	400409900 2012IA010	0.00	0.00	103,743.00
3W	1720338	25400	0496864	400409900 AGRJSA2007W002	0.00	0.00	-322.16
3Y	1720338	25400	0496864	400409900 AGRJSA2007W002	0.00	0.00	96,675.00
3W	1720338	25400	0496790	400409900 AGRJSA2007W005	0.00	0.00	384,124.00
3W	1720338	25400		400409900 AGRJSA2007W005	0.00	0.00	870,254.37
3W	1720338	25400	0494158	400409900 AGRJSA2007W005	0.00	0.00	-0.37
3Y	1720338	25400	0496790	400409900 AGRJSA2007W005	0.00	0.00	545,208.00
3Z	1720338	25400	0496790	400409900 AGRJSA2007W005	0.00	0.00	114,177.00
3W	1720338	25400	0492518	400409900 AGRJSA2008W002	0.00	0.00	0.00
3Y	1720338	25400	0492518	400409900 AGRJSA2008W002	0.00	0.00	188,782.00
3Y	1720338	25400		400409900 AGRSURA2005W003	0.00	0.00	0.00
3W	1720338	25400	0510414	400409900 JSA15IA001A	0.00	0.00	56,910.00
3W	1720338	25400	0495345	400409900 JSA2009W009	0.00	0.00	144,949.00
3W	1720338	25400	0499703	400409900 JSA2011W013	0.00	0.00	26,902.00
3W	1720338	25400	0508364	400409900 JSA2015IA001	0.00	0.00	55,731.00
3W	7400040	25400	0514957	453040135 ORJSA2017IA0014	0.00	0.00	75,655.00
3W	7400182	25400	0510414	453040196 ORJSA15IA001A	0.00	0.00	74,637.00
3W	7400182	25400	0514597	453040196 ORJSA2015IA001B	0.00	0.00	53,048.00
3W	7400182	25400	0520469	453040196 ORJSA2015IA001C	0.00	0.00	0.00
3W	7400182	25400	0514026	453040196 ORJSA2017IA0007	0.00	0.00	37,504.00
2W	7400113	25400	0521274	453060031 ORJSA2019W004	0.00	-279.00	11,721.00
2W	7400113	25400	0560076	453060031 ORJSA2021W006	0.00	15,000.00	27,000.00
2W	7400114	25400	0510664	453060032 JSA2013W020	0.00	0.00	51,060.00
2W	7400116	25400	0502366	453060034 JSA-2011W014A	0.00	650,000.00	4,104,040.59
2W	7400116	25400	0560152	453060034 JSA-2011W014C	0.00	0.00	1,500,000.00
2W	7400116	25400	0513660	453060034 JSA-2016W008	0.00	0.00	91,461.00
2W	7400116	25400	0513661	453060034 JSA-2016W009	0.00	0.00	67,361.00
2W	7400116	25400	0509161	453060034 ORJSA2011W014B	0.00	0.00	1,693,750.00
2W	7400116	25400	0522438	453060034 ORJSA2020W003	0.00	0.00	92,500.00
2W	7400118	25400	0501540	453060036 JSA2012W003	0.00	0.00	1,627,513.00
2W	7400118	25400	0508329	453060036 JSA2015W002	0.00	0.00	955,944.00
2W	7400118	25400	0511649	453060036 JSA2016W001	0.00	0.00	46,275.00
2W	7400118	25400	0507633	453060036 ORJSA2014W011	0.00	0.00	210,000.00
1W	7400168	25400	0503044	453065021 JSA2012S015	0.00	0.00	300,884.00
1W	7400168	25400	0505997	453065021 JSA2014S002	0.00	0.00	306,585.00
1W	7400168	25400	0511839	453065021 JSA2015CERN	0.00	0.00	185,445.00
1W	7400168	25400	0511095	453065021 JSA2015S003	0.00	-8,839.55	132,638.00

FT	Program	Obj Cl	Local Use or SPP	B&R Code	Change	FY22 Amount	Cumulative Contract Amount
WA	2924033	25400		39KB00000P	0.00	0.00	0.00
1W	7400168	25400	0509348	453065021 JSA2015S007	0.00	0.00	124,560.00
1W	7400168	25400	0510556	453065021 JSA2015S008	0.00	0.00	11,053.00
1W	7400168	25400	0520039	453065021 JSA2015SCERN2	0.00	0.00	48,524.27
1W	7400168	25400	0512074	453065021 JSA2016S002	0.00	0.00	59,032.00
1W	7400168	25400	0511847	453065021 JSA2016S003	0.00	0.00	23,209.00
1W	7400168	25400	0512244	453065021 JSA2016S004	0.00	0.00	255,000.00
3W	7400168	25400	0512244	453065021 JSA2016S004	0.00	0.00	0.00
1W	7400168	25400	0514251	453065021 JSA2016S012	0.00	0.00	44,133.00
1W	7400168	25400	0516888	453065021 JSA2016S014	0.00	0.00	173,197.00
1W	7400168	25400	0515220	453065021 JSA2017S011	0.00	0.00	23,915.00
1W	7400168	25400	0516295	453065021 JSA2017S016	0.00	0.00	149,663.00
1W	7400168	25400	0522586	453065021 JSA2020S009	0.00	0.00	220,000.00
1W	7400168	25400	0560031	453065021 JSA2020S014	0.00	74,647.69	191,121.20
1W	7400168	25400	0505862	453065021 ORJSA2013S014	0.00	0.00	97,911.00
1W	7400168	25400	0511364	453065021 ORJSA2013S018	0.00	-2,084.00	12,916.00
1W	7400168	25400	0517504	453065021 ORJSA2016S005	0.00	0.00	35,935.00
1W	7400168	25400	0516636	453065021 ORJSA2017S015	0.00	0.00	298,919.00
1W	7400168	25400	0518172	453065021 ORJSA2018S005	0.00	103,702.50	435,270.00
1W	7400168	25400	0518960	453065021 ORJSA2018S007	0.00	-24.00	172,053.00
1W	7400168	25400	0519590	453065021 ORJSA2018S009	0.00	0.00	44,298.00
1W	7400168	25400	0520419	453065021 ORJSA2018S011	0.00	-21,608.45	33,390.00
1W	7400168	25400	0519758	453065021 ORJSA2019S001	0.00	12,500.00	62,500.00
1W	7400168	25400	0521959	453065021 ORJSA2019S002	0.00	0.00	525,493.62
1W	7400168	25400	0520980	453065021 ORJSA2019S003	0.00	-512.00	32,843.00
1W	7400168	25400	0521456	453065021 ORJSA2019S007	0.00	0.00	22,083.00
1W	7400168	25400	0520566	453065021 ORJSA2019S008	0.00	0.00	39,637.00
1W	7400168	25400	0522425	453065021 ORJSA2019S009	0.00	0.00	27,167.00
1W	7400168	25400	0521524	453065021 ORJSA2019S010	0.00	0.00	190,859.48
1W	7400168	25400	0522504	453065021 ORJSA2020S005	0.00	-1,127.33	31,818.00
1W	7400168	25400	0522507	453065021 ORJSA2020S006	0.00	-1,918.16	20,991.00
1W	7400168	25400	0522551	453065021 ORJSA2020S007	0.00	0.00	40,000.00
1W	7400168	25400	0522614	453065021 ORJSA2020S010	0.00	0.00	175,000.00
1W	7400168	25400	0522684	453065021 ORJSA2020S013	0.00	15,000.00	90,000.00
1W	7400168	25400	0560081	453065021 ORJSA2021S007	0.00	-909.00	39,091.00
1W	7400168	25400	0560167	453065021 ORJSA2021S009	0.00	0.00	30,000.00
1W	7400168	25400	0560297	453065021 ORJSA2021S010	0.00	29,300.00	29,300.00
1W	7400168	25400	0560369	453065021 ORJSA2021S011	20,250.00	81,000.00	81,000.00
1W	7400168	25400	0560318	453065021 ORJSA2022S001	0.00	40,000.00	40,000.00
1W	7400168	25400	0560353	453065021 ORJSA2022S002	0.00	50,000.00	50,000.00
1W	7400168	25400	0560349	453065021 ORJSA2022S003	0.00	43,971.32	43,971.32
1W	7400168	25400	0560405	453065021 ORJSA2022S004	0.00	20,000.00	20,000.00
2Y	1720572	25400		600301010 AGR2006W004SAIC001	0.00	0.00	62,193.00
2W	1720572	25400	0492981	600301010 AGRJSA2006W012	0.00	0.00	0.00
2Z	1720572	25400	0492981	600301010 AGRJSA2006W012	0.00	0.00	148,062.00
2W	1720572	25400	0496459	600301010 AGRJSA-2006W012	0.00	0.00	0.00
2Y	1720572	25400	0496459	600301010 AGRJSA-2006W012	0.00	0.00	275,819.00
2W	1720572	25400	0490137	600301010 AGRSURA2005W008	0.00	0.00	0.00
2Y	1720572	25400	0490137	600301010 AGRSURA2005W008	0.00	0.00	0.00
2W	1720572	25400	0494417	600301010 JSA2008W0006	0.00	0.00	28,383.00
2W	1720572	25400	0493299	600301010 JSA-2008W0006	0.00	0.00	0.00
2Z	1720572	25400	0493299	600301010 JSA-2008W0006	0.00	0.00	71,164.00
2Z	1720572	25400		600301010 JSA2008W007	0.00	0.00	56,190.00
2Z	1720572	25400	0493707	600301010 JSA2008W009	0.00	0.00	46,701.00
2Z	1720572	25400		600301010 JSA2008W010	0.00	0.00	2,545.00
2Z	1720572	25400	0493544	600301010 JSA2008W011	0.00	0.00	9,357.00
2W	1720572	25400	0494917	600301010 JSA2009W002	0.00	0.00	290,594.00
2W	1720572	25400	0495208	600301010 JSA-2009-W003	0.00	0.00	47,992.00
2W	1720572	25400	0494916	600301010 JSA2009W004	0.00	0.00	1,809,844.00
2W	1720572	25400	0499390	600301010 JSA-2010W014	0.00	0.00	39,675.00
2W	1720572	25400	0499357	600301010JSA2011W010	0.00	0.00	24,333.00
2W	1720572	25400	0500925	600301010JSA2011W026	0.00	0.00	48,989.00
2W	1720572	25400	0502795	600301010JSA2012W016	0.00	0.00	24,253.00

FT	Program	Obj Cl	Local Use or SPP	B&R Code	Change	FY22 Amount	Cumulative Contract Amount
WA	2924033	25400		39KB00000P	0.00	0.00	0.00
2W	1720572	25400	0507067	600301010JSA2014W007	0.00	0.00	48,517.00
2W	1720573	25400	0483809	600301020 AGRSURA2003W003	0.00	0.00	0.00
2Y	1720573	25400	0483809	600301020 AGRSURA2003W003	0.00	0.00	2,013.00
2Y	1720573	25400		600301020 AGRSURA2004W004	0.00	0.00	0.00
2W	1720573	25400	0500643	600301020JSA2011W023	0.00	0.00	13,279.00
2W	1720575	25400	0494478	600303000 JSA-2011W014	0.00	-267.00	8,999,733.00
2W	1720575	25400	0502366	600303000 JSA-2011W014A	0.00	0.00	2,390,000.00
2W	1720575	25400	0509161	600303000 JSA-2011W014B	0.00	0.00	3,950,000.00
2W	1720575	25400	0503643	600303000 JSA2013W010	0.00	0.00	2,996,251.00
2W	1720575	25400	0505654	600303000 JSA2013W019	0.00	0.00	88,120.00
2Y	1720577	25400		600305000 AGR2004W002W	0.00	0.00	42,754.00
2Y	1720577	25400		600305000 AGRSURA2005W001	0.00	0.00	160,168.00
2W	1720577	25400	0490395	600305000 AGRSURA2005W005	0.00	0.00	6,590.00
2Y	1720577	25400	0490395	600305000 AGRSURA2005W005	0.00	0.00	171,024.00
2Y	1720577	25400		600305000 AGRSURA-2006W005	0.00	0.00	360,602.00
2Y	1720577	25400		600305000 AGRSURA-2006W007	0.00	0.00	21,077.00
2W	1720577	25400	0494290	600305000 JSA2008-W016	0.00	0.00	5,057.00
2W	1720577	25400	0498316	600305000 JSA2010-W013	0.00	0.00	455,000.00
2W	1720577	25400	0499234	600305000 JSA2010W020	0.00	0.00	273,114.00
2W	1720577	25400	0500048	600305000 JSA2011W019	0.00	0.00	10,558.00
2W	1720577	25400	0501712	600305000 JSA2012W002	0.00	0.00	128,533.00
2W	1720577	25400	0501540	600305000 JSA2012W003	0.00	0.00	3,449,126.00
2W	1720577	25400	0502326	600305000 JSA2012W011	0.00	0.00	16,516.00
2W	1720577	25400	0504048	600305000 JSA2013W016	0.00	0.00	19,302.00
2W	1720577	25400	0507633	600305000 JSA2014W011	0.00	0.00	225,000.00
2W	1720577	25400	0508329	600305000 JSA2015W002	0.00	0.00	1,260,939.00
2W	1720577	25400	0494980	600305000 SURA2005W005	0.00	0.00	24,695.00
2Y	1720578	25400		600306000 AGRSURA-2004W001	0.00	0.00	0.00
2W	1720578	25400	0492957	600306000 AGRSURA2006W009	0.00	0.00	0.00
2Z	1720578	25400	0492957	600306000 AGRSURA2006W009	0.00	0.00	5,952.00
2Y	1720578	25400		600306000 AGRSURA-2006W009	0.00	0.00	42,156.00
1W	1720614	25400	0496240	650102000 AGRJSA-2006S015	0.00	0.00	0.00
1Y	1720614	25400	0496240	650102000 AGRJSA-2006S015	0.00	0.00	221,958.00
1Y	1720614	25400		650102000 AGRSURA2002S003	0.00	0.00	0.00
1W	1720614	25400	0483807	650102000 AGRSURA-2004S002	0.00	0.00	121,834.00
1Y	1720614	25400	0483807	650102000 AGRSURA-2004S002	0.00	0.00	83,671.00
1Y	1720614	25400		650102000 AGRSURA-2005S001	0.00	0.00	4,506.00
1Y	1720614	25400		650102000 AGRSURA-2005S004	0.00	0.00	15,637.00
1Y	1720614	25400		650102000 AGRSURA-2005S005	0.00	0.00	42,159.00
1W	1720614	25400	0495243	650102000 JSA2009S005	0.00	0.00	29,874.00
1W	1720614	25400	0495869	650102000 JSA2010-S001	0.00	0.00	119,789.00
1W	1720614	25400	0507537	650102000 JSA2014S008	0.00	0.00	281,413.00
1W	1720616	25400	0496166	650201010 AGRJSA2006S008	0.00	0.00	36,482.00
1Y	1720616	25400	0496166	650201010 AGRJSA2006S008	0.00	0.00	4,891.00
1W	1720616	25400	0493924	650201010 JSA-2008S010	0.00	0.00	29,388.00
1W	1720616	25400	0493925	650201010 JSA-2008S012	0.00	0.00	29,453.00
1W	1720616	25400	0494086	650201010 JSA2008S014	0.00	0.00	15,360.00
1W	1720616	25400	0494314	650201010 JSA2008S017	0.00	0.00	669,204.00
1W	1720616	25400	0503229	650201010 JSA2009S007	0.00	0.00	23,870.00
1W	1720616	25400	0496006	650201010 JSA2009S013	0.00	0.00	26,783.00
1W	1720616	25400	0496007	650201010 JSA2009S014	0.00	0.00	27,658.00
1W	1720616	25400	0496046	650201010 JSA2009S017	0.00	0.00	3,915.00
1W	1720616	25400	0497873	650201010 JSA-2010S002	0.00	0.00	188,624.00
1W	1720616	25400	0498970	650201010 JSA2010S015	0.00	0.00	29,615.00
1W	1720616	25400	0498969	650201010 JSA2010S016	0.00	0.00	27,000.00
1W	1720616	25400	0499791	650201010 JSA2010S017	0.00	0.00	497,903.00
1W	1720616	25400	0498967	650201010 JSA2010S019	0.00	0.00	175,883.00
1W	1720616	25400	0499663	650201010 JSA2011S001-001	0.00	0.00	1,888,333.00
1W	1720616	25400	0499803	650201010 JSA2011S002	0.00	0.00	18,840.00
1W	1720616	25400	0499235	650201010 JSA2011S003	0.00	0.00	18,195.00
1W	1720616	25400	0499389	650201010 JSA2011S008	0.00	0.00	47,648.00
1W	1720616	25400	0499388	650201010 JSA-2011S009	0.00	0.00	187,492.00

FT	Program	Obj Cl	Local Use or SPP	B&R Code	Change	FY22 Amount	Cumulative Contract Amount
WA	2924033	25400		39KB00000P	0.00	0.00	0.00
1W	1720616	25400	0499802	650201010 JSA2011S015	0.00	0.00	108,135.00
1W	1720616	25400	0500230	650201010 JSA2011S018	0.00	0.00	17,903.00
1W	1720616	25400	0500868	650201010 JSA2011S020	0.00	0.00	30,000.00
1W	1720616	25400	0500866	650201010 JSA2011S021	0.00	0.00	30,000.00
1W	1720616	25400	0500867	650201010 JSA2011S025	0.00	0.00	221,519.00
1W	1720616	25400	0501458	650201010 JSA2012S001	0.00	0.00	48,562.00
1W	1720616	25400	0501681	650201010 JSA2012S004	0.00	0.00	60,522.00
1W	1720616	25400	0502303	650201010 JSA2012S005	0.00	0.00	29,819.00
1W	1720616	25400	0502915	650201010 JSA2012S007	0.00	0.00	196,615.00
1W	1720616	25400	0503044	650201010 JSA2012S015	0.00	0.00	975,506.00
1W	1720616	25400	0504212	650201010 JSA2013S009	0.00	0.00	8,890.00
1W	1720616	25400	0506027	650201010 JSA2013S011	0.00	0.00	30,004.00
1W	1720616	25400	0503896	650201010 JSA2013S012	0.00	0.00	47,932.00
1W	1720616	25400	0504060	650201010 JSA2013S013	0.00	0.00	46,762.00
1W	1720616	25400	0505862	650201010 JSA2013S014	0.00	0.00	198,129.00
1W	1720616	25400	0504329	650201010 JSA2013S015	0.00	0.00	294,671.00
1W	1720616	25400	0505654	650201010 JSA2013W019	0.00	0.00	0.00
1W	1720616	25400	0508328	650201010 JSA2014S001	0.00	0.00	139,011.00
1W	1720616	25400	0505997	650201010 JSA2014S002	0.00	0.00	1,904,950.00
1W	1720616	25400	0509546	650201010 JSA2015S005	0.00	0.00	42,891.00
1W	1720616	25400	0509545	650201010 JSA2015S006	0.00	0.00	43,825.00
1W	1720616	25400	0509348	650201010 JSA2015S007	0.00	0.00	23,175.00
	2924438	25400		AT4030000	0.00	0.00	242,167.00
	1004222	25400		BT0400000	36,000.00	36,000.00	36,000.00
	1713203	25400		CS5020000 IT NETWORK ASSESSMENT HQ	0.00	0.00	6,654.00
ZA	1005103	25400		EB4215000	0.00	0.00	113,996.00
ZA	1005091	25400		EL1708000	0.00	0.00	43,339.00
WA	2923652	25400	Fund 500	FS1001000	0.00	1,075,000.00	13,183,273.00
WA	2923652	25400	Fund 532	FS1001000A	0.00	0.00	721,000.00
WA	2923653	25400	Fund 500	FS1002000	0.00	446,000.00	4,263,888.00
WA	2923653	32002		FS1002000	0.00	0.00	328,913.00
WV	2923653	25400		FS1002000	0.00	0.00	4,470.00
WA	2923653	32002		FS1002000 (0472376)	0.00	0.00	19,475.00
WA	2923653	25400	Fund 532	FS1002000A	0.00	0.00	191,000.00
WA	2923654	25400		FS1004000	0.00	0.00	228,271.00
WA	2923655	25400	Fund 500	FS1005000	0.00	3,064,000.00	14,539,754.00
WA	2923655	25400	Fund 532	FS1005000A	0.00	0.00	1,283,000.00
WA	2923656	25400	Fund 500	FS1006000	0.00	318,000.00	1,081,000.00
WA	2923656	25400	Fund 532	FS1006000A	0.00	0.00	138,050.00
WA	2923657	25400	Fund 500	FS1007000	0.00	31,000.00	245,000.00
WA	2923657	25400	Fund 532	FS1007000A	0.00	0.00	41,000.00
WA	2923658	25400	Fund 500	FS1009000	0.00	192,000.00	2,143,272.71
WA	2923658	25400	Fund 532	FS1009000A	0.00	0.00	175,000.00
TF	1001221	25400		GD2540600	0.00	0.00	64,793.00
	1005746	25400		GT0303000	84,700.00	84,700.00	84,700.00
WA	2923659	25400		KA1101010	0.00	0.00	0.00
WA	2923685	25400		KA1201020	0.00	0.00	338,168.00
WA	2923706	25400		KA1401030	0.00	0.00	781,255.00
WA	2923707	25400		KA1401040	0.00	0.00	205,868.00
WA	2923707	31003		KA1401040	0.00	0.00	1,247,855.00
WA	2924152	25400		KA1401050	0.00	0.00	0.00
WA	2924152	31003		KA1401050	0.00	0.00	1,645,614.00
WA	2923709	25400		KA1501020	0.00	0.00	76,725.00
WA	2923712	25400		KA1502020	0.00	0.00	435,462.00
WA	2924034	25400		KA1502021	0.00	0.00	8,254,684.00
WA	2923713	25400		KA1502030	0.00	0.00	19,928.00
WA	2924325	25400		KA2201020	0.00	0.00	0.00
WA	2924325	31003		KA2201020	0.00	0.00	663,258.00
WA	2924327	25400		KA2201090	0.00	0.00	242,166.00
WA	2924356	25400		KA2401019	0.00	0.00	9,517.00
WA	2924363	25400		KA2403013	0.00	0.00	964,552.00
WA	2924363	31003		KA2403013	0.00	0.00	897,278.00

FT	Program	Obj Cl	Local Use or SPP	B&R Code	Change	FY22 Amount	Cumulative Contract Amount
WA	2924033	25400		39KB00000P	0.00	0.00	0.00
WA	2924366	25400		KA2501012	20,000.00	44,000.00	709,000.00
WA	2925070	25400		KA2501015	0.00	45,000.00	95,000.00
WA	2924369	25400		KA2501022	0.00	0.00	249,931.00
WA	2924380	25400		KA2601020	0.00	0.00	3,216,590.00
WA	2924382	25400		KA2602010	0.00	0.00	258,202.00
WA	2923718	25400		KB0101011	0.00	0.00	0.00
WA	2923720	25400		KB0101021 Research	1,500,000.00	6,763,000.00	110,486,577.00
WA	2923721	25400		KB0101022	125,000.00	625,000.00	625,000.00
WA	2923722	25400		KB0101030	0.00	0.00	242,167.00
WA	2924154	25400		KB0101052	720,000.00	2,347,000.00	18,302,900.00
WA	2924498	25400		KB0101062	0.00	0.00	50,000.00
WA	2923723	25400	473340	KB0102011	0.00	0.00	11,652.00
WA	2923723	31003		KB0102011 (EQU)	0.00	306,000.00	7,427,000.00
WA	2923723	25400		KB0102011 Accelerator Ops	2,500,000.00	85,336,000.00	932,250,850.24
WA	2923723	32003	0472476	KB0102011 AIP	0.00	1,052,000.00	15,058,243.00
WA	2923723	32002	0472376	KB0102011 GPP	0.00	1,626,000.00	39,209,717.00
WA	2923724	31003		KB0102012 Capital (EQU)	0.00	3,444,000.00	63,710,642.00
WA	2923724	25400		KB0102012 Exp Fac Ops	3,238,893.31	47,201,893.31	508,608,856.31
WA	2923725	25400		KB0102013	-640,668.00	-640,668.00	22,006,301.00
WA	2923725	31003		KB0102013 (EQU)	0.00	0.00	0.00
WA	2925495	25400		KB0102014	0.00	2,000,000.00	2,000,000.00
WA	2923727	25400		KB0102030	0.00	0.00	303,187.00
WA	2923730	25400		KB0181015	0.00	0.00	944,599.00
WA	2923731	25400		KB0181020	0.00	0.00	933,000.00
WA	2925129	25400		KB0202051	0.00	0.00	3,500,000.00
WA	2925188	25400		KB0203011	0.00	6,045,930.00	11,468,930.00
WA	2925188	25400	Fund 7700	KB0203011	1,000,000.00	1,000,000.00	1,000,000.00
WA	2923746	31003		KB0301020 (EQU)	0.00	0.00	228,386.00
WA	2923746	25400		KB0301020 Theory	0.00	5,632,000.00	75,182,560.00
WA	2923752	25400		KB0301052	0.00	602,600.00	4,942,410.00
WA	2923752	31003		KB0301052 (EQU)	0.00	0.00	18,346.00
WA	2925398	25400		KB0301053 Theory SciDAC LQCD for SFI	0.00	0.00	135,000.00
WA	2924500	25400	FUND 500	KB0301062	25,000.00	165,000.00	235,000.00
WA	2924500	25400	FUND 532	KB0301062A	0.00	0.00	0.00
WA	2924500	25400	302699	KB0301062A	0.00	0.00	140,000.00
WA	2923755	25400		KB0401022	0.00	0.00	198,464.00
WA	2923761	25400		KB0401052	0.00	0.00	58,325.00
WA	2925029	25400		KB0405012	0.00	0.00	1,285,000.00
WA	2925029	31003		KB0405012 (EQU)	0.00	0.00	2,000,000.00
WA	2925197	25400		KB0406013	0.00	0.00	155,000.00
WA	2925197	31003		KB0406013 (EQU)	0.00	5,000,000.00	10,000,000.00
WA	2925197	25400	Fund 7700	KB0406013	120,000.00	120,000.00	120,000.00
WA	2925197	31003	Fund 7700	KB0406013 (EQU)	31,100,000.00	31,100,000.00	31,100,000.00
WA	2923769	25400		KC0201010	0.00	0.00	70,202.00
WA	2924039	25400		KC0211010	0.00	0.00	899,342.00
WA	2925000	25400		KC0304031	0.00	0.00	171,965.00
WA	2924305	25400		KC0406020	0.00	0.00	1,491,636.00
WA	2924305	25400		KC0406021	0.00	0.00	130,000.00
WA	2924305	25400	0302695	KC0406021	0.00	250,000.00	500,000.00
WA	2924251	25400		KC0407000	0.00	0.00	5,947,204.00
WA	2924416	32002		KG0701000	0.00	1,150,000.00	14,926,000.00
WA	2924416	32002	Fund 7700	KG0701000	2,250,000.00	2,250,000.00	2,250,000.00
WA	2923828	25400		KG0801000	0.00	0.00	9,612.00
WA	2924024	32002	0472376	KG0900000	0.00	0.00	146,191.00
WA	2923832	25400		KJ0102000	0.00	0.00	314,692.00
WA	2923833	25400		KJ0200000	0.00	0.00	2,172.00
WA	2924134	25400		KJ0401000	0.00	0.00	242,167.00
WA	2924136	25400		KJ0403000	0.00	0.00	879,503.00
WA	2924476	25400		KJ0403010	0.00	678,100.00	2,362,100.00
WA	2924476	25400	0302695	KJ0403010	0.00	0.00	1,202,000.00
WA	2925412	25400		KJ0501020	1,930,000.00	1,930,000.00	1,930,000.00
WA	2924141	25400		KJ0504000	0.00	0.00	179,691.00

FT	Program	Obj Cl	Local Use or SPP	B&R Code	Change	FY22 Amount	Cumulative Contract Amount
WA	2924033	25400		39KB00000P	0.00	0.00	0.00
WA	2923835	25400		KL0101000	0.00	0.00	712,952.00
WA	2923837	25400		KL0103000	0.00	0.00	0.00
WA	2924169	25400		KL0104000	0.00	0.00	450,815.00
WA	2923838	25400		KL0201000	0.00	0.00	1,303,064.00
WA	2923839	25400		KL0202000	0.00	0.00	26,901.00
WA	2924406	25400		KL1001000	92,126.00	379,926.00	1,930,791.00
WA	2924407	25400		KL1002000	35,375.00	35,375.00	195,375.00
WA	2924409	25400		KL1101000	0.00	0.00	0.00
WA	2924411	25400		KL1200000	0.00	0.00	440,000.00
WA	2924414	25400		KL1500000	5,000.00	7,500.00	17,500.00
WA	2923853	25400		KP1104020	0.00	0.00	0.00
WA	2923873	25400		KP1401030	0.00	0.00	884,256.00
WA	2923873	31003		KP1401030 (EQU)	0.00	0.00	4,588.00
WA	2923878	25400		KP1402010	0.00	0.00	0.00
WA	2923878	31003		KP1402010 (EQU)	0.00	0.00	1.00
WA	2924107	25400		KP1503020	0.00	0.00	1,200,000.00
WA	2924205	25400		KP1602010	0.00	-4,085.00	2,819,115.00
WA	2924212	25400		KP1702010	0.00	0.00	55,166.00
WA	2924214	25400		KP1702030	0.00	0.00	75,000.00
WA	2924219	25400		KP1704020	0.00	0.00	83,000.00
WA	2924220	25400		KP1704030	0.00	0.00	29,000.00
WA	2925416	25400		KW0101020	461,000.00	461,000.00	461,000.00
WA	2924401	25400	800033	KX0314000	4,386.86	20,386.86	32,386.86
WA	2223275	25400	Fund 900	MB0515010	0.00	80,000.00	80,000.00
YY	1721310	25400	0515999	ORNL AUTH 4400000724-00001 PPU	0.00	1,100,000.00	1,100,000.00
VE	2720715	25400		ST5001030 RADIOISOTOPE PRODUCTION	0.00	-13,220.00	515,036.00
WA	1005760	25400		SL0502000	16,960.00	16,960.00	16,960.00
	4500001	25400		TT1020000	0.00	0.00	35,000.00
	4500001	25400		TT1020000	0.00	0.00	20,000.00
	4500001	25400		TT1020000 ENERGY I-CORPS SITE FUNDS	0.00	-5,708.00	23,792.00
	4500007	25400		TT1020030	0.00	0.00	40,000.00
	4500019	25400		TT2020031	0.00	42,589.00	42,589.00
SA	1721221	25400	0494689	WN0219050 JSAKEK	0.00	0.00	0.00
SA	1721224	25400	0508369	WN0219080 JSAAIP	0.00	0.00	0.00
YZ	1721310	25400	0496550	YN1901000 90.OR23177.OR40.4400	0.00	0.00	78,699.00
YZ	1721310	25400	0495791	YN1901000 AB 23177/ORNL 44-354	0.00	0.00	23,840.00
YY	1721310	25400	0502466	YN1901000 AMES AUTH FOR JSA OIC	0.00	0.00	4,361.00
YY	1721310	25400	0503767	YN1901000 ANL 30505	0.00	0.00	172,751.00
YY	1721310	25400	0503768	YN1901000 ANL 30506	0.00	0.00	493,363.00
YY	1721310	25400	0501780	YN1901000 ARGONNE 2T-30522 TJLAB	0.00	0.00	14,875.00
YY	1721310	25400	0506349	YN1901000 ARGONNE 4T-30341 3GHZ SINGLE	0.00	0.00	31,254.00
YY	1721310	25400	0508062	YN1901000 ARGONNE 4T-31301 ALCC HIGH GPS	0.00	0.00	45,569.00
YY	1721310	25400	0515377	YN1901000 ARGONNE 7T-30009 Cell Cav & VTA T	0.00	0.00	34,219.00
YY	1721310	25400	0515579	YN1901000 ARGONNE 8T-30067 E-BEAM WELDING	0.00	0.00	3,297.00
				ANL-30067 EBW	0.00	0.00	
YY	1721310	25400	0502364	YN1901000 ARGONNE AUTH FOR JSA	0.00	0.00	11,653.00
YY	1721310	25400	0503358	YN1901000 ARGONNE AUTH SHORT PULSE	0.00	0.00	179,422.00
YY	1721310	25400	0502495	YN1901000 BNL AUTH FOR JSA OIC	0.00	0.00	11,653.00
YY	1721310	25400	0503054	YN1901000 BNL AUTH FOR RICH DETECTOR	0.00	0.00	23,552.00
YY	1721310	25400	0515358	YN1901000 BRKHVN 324231 CIRCUIT BOARDS CONV	0.00	0.00	33,491.00
YY	1721310	25400	0515493	YN1901000 BRKHVN 340638 ERD22 R&D	0.00	0.00	88,010.37
YY	1721310	25400	0504211	YN1901000 BRKHVN AUTH FOR HOM PR	0.00	0.00	462,419.00
YY	1721310	25400	0508520	YN1901000 BROOKHAVEN 282337 EIC R&D	0.00	0.00	59,217.00
YY	1721310	25400	0510571	YN1901000 BROOKHAVEN 300581 C-100 RF	0.00	0.00	22,111.00
YY	1721310	25400	0510827	YN1901000 BROOKHAVEN 303473 EIC R&D	0.00	0.00	34,059.00
YY	1721310	25400	0512781	YN1901000 BROOKHAVEN 316799 VERT COLD TEST	0.00	0.00	9,247.00
YY	1721310	25400	0515387	YN1901000 BROOKHAVEN 330947 EIC R&D FOF COMF	0.00	0.00	5,218.00
YY	1721310	25400	0515501	YN1901000 BROOKHAVEN 342230 EIC	0.00	0.00	123,050.00
YY	1721310	25400	0515519	YN1901000 BROOKHAVEN 348363 EIC R&D Compton	0.00	0.00	16,005.00
YY	1721310	25400	0502771	YN1901000 BROOKHAVEN AUTH FOR BEAM	0.00	0.00	27,856.00
YY	1721310	25400	0510336	YN1901000 FERMI 623843 PROTOTYPE RFD	0.00	0.00	1,072,618.00
YY	1721310	25400	0515498	YN1901000 FERMI 641178 LATTICE QCD COMPUTING	0.00	0.00	97,207.00

FT	Program	Obj Cl	Local Use or SPP	B&R Code	Change	FY22 Amount	Cumulative Contract Amount
WA	2924033	25400		39KB00000P	0.00	0.00	0.00
YY	1721310	25400	0515500	YN1901000 FERMI 641343 CAVITIES IMPROVE	0.00	0.00	150,000.00
YY	1721310	25400	0515754	YN1901000 FERMI 663663 JLAB PIP-II LLRF	0.00	0.00	642,762.59
YY	1721310	25400	0515821	YN1901000 FERMI 671276 CRYO PROJ	0.00	0.00	371,117.00
YY	1721310	25400	0515648	YN1901000 FERMI HL-LHC ACCELERATOR 654726	0.00	486,390.32	1,408,612.04
YZ	1721310	25400	0500839	YN1901000 FNAL PO 596124	0.00	0.00	97,820.00
YY	1721310	25400	0509574	YN1901000 L AUTH 5T-30581 3GHZ SINGLE CELL	0.00	0.00	4,916.00
YZ	1721310	25400	0494036	YN1901000 LANL for Muon Scan	0.00	0.00	384,851.00
YZ	1721310	25400	0494624	YN1901000 LANL support	0.00	0.00	26,596.00
YZ	1721310	25400	0499474	YN1901000 LANL WINDOWS	0.00	0.00	87,004.00
YZ	1721310	25400	0499711	YN1901000 NAF- ARGONNE-1T-30461	0.00	0.00	940,191.00
YZ	1721310	25400	0501346	YN1901000 NAF- ARGONNE-2T-30262	0.00	0.00	0.00
YY	1721310	25400	0501346	YN1901000 NAF-ARGONNE 2T-30262	0.00	0.00	1,853,287.00
YZ	1721310	25400	0500468	YN1901000 NAF-BROOKHAVEN PO 200930	0.00	0.00	56,673.00
YZ	1721310	25400	0500469	YN1901000 NAF-BROOKHAVEN PO 201878	0.00	0.00	278,349.00
YZ	1721310	25400	0500688	YN1901000 NAF-BROOKHAVEN PO 203685	0.00	0.00	55,554.00
YY	1721310	25400	0502424	YN1901000 ORNL AUTH WNDW2	0.00	0.00	11,511.00
YY	1721310	25400	0515503	YN1901000 ORNL 4400000581 ECP ASCR	0.00	0.00	2,898,807.50
YY	1721310	25400	0582076	YN1901000 ORNL 4400000772 ECP ASCR	437,362.50	437,362.50	437,362.50
YY	1721310	25400	0515683	YN1901000 ORNL 4400000615-00002 Auth SNS PPU	0.00	66,996.51	10,423,478.51
YY	1721310	25400	0515684	YN1901000 ORNL 4400000615-00003 Auth SNS PPU	0.00	0.00	9,143,518.00
YY	1721310	25400	0515901	YN1901000 ORNL 4400000615-00004 JSA PPU	0.00	0.00	2,393,248.00
YY	1721310	25400	0582042	YN1901000 ORNL 4400000757-00001 JSA CAVITY WOF	0.00	30,000.00	30,000.00
YY	1721310	25400	0513324	YN1901000 ORNL 44-582 AUTH FOR PPU	0.00	0.00	28,629.00
YY	1721310	25400	0513313	YN1901000 ORNL 581 EXASCALE COMPU PROJ	0.00	0.00	541,605.00
YY	1721310	25400	0503569	YN1901000 ORNL AUTH FOR OIC	0.00	0.00	0.00
YY	1721310	25400	0515528	YN1901000 ORNL AUTH TEST HB CAVITIES	0.00	0.00	84,742.00
YY	1721310	25400	0506381	YN1901000 ORNL INCITE PROGRAM	0.00	0.00	5,163.00
YY	1721310	25400	0508522	YN1901000 ORNL INCITE PROGRAM	0.00	0.00	14,444.00
YY	1721310	25400	0515350	YN1901000 ORNL SCL MED BETA CRYOMODULE	0.00	0.00	104,289.00
YY	1721310	25400	0515535	YN1901000 ORNL SNS Proton Power Upgrade 615	0.00	-66,996.51	1,921,519.00
YY	1721310	25400	0515664	YN1901000 PNNL 466887 Smith Travel FY19	0.00	0.00	3,731.00
YY	1721310	25400	0515797	YN1901000 PNNL 520092 LYNME PE1 SUPPORT FY20	0.00	0.00	41,288.00
YY	1721310	25400	0515825	YN1901000 PNNL 540640 AUTH DR FAST SUPPORT	0.00	-455.00	84,372.00
YZ	1721310	25400	0515911	YN1901000 PNNL 577342 JSA ASCR	0.00	80,000.00	120,000.00
YZ	1721310	25400	0515978	YN1901000 PNNL 586252 LYNME PE1 Support FY22	0.00	125,300.00	139,300.00
YY	1721310	25400	0502028	YN1901000 PNNL AUTH FOR JSA	0.00	0.00	11,653.00
YY	1721310	25400	0502815	YN1901000 PNNL AUTH FOR JSA LOGUE	0.00	0.00	0.00
YY	1721310	25400	0515520	YN1901000 PNNL Issue Mgmt Process Travel	0.00	0.00	3,114.00
YY	1721310	25400	0502624	YN1901000 PPPL AUTH FOR JSA	0.00	0.00	11,653.00
YY	1721310	25400	0505429	YN1901000 REVIEW OF SNS PPS	0.00	0.00	25,306.00
YY	1721310	25400	0505657	YN1901000 SLAC 122022 CRYOPLANT	0.00	0.00	141,521.00
YY	1721310	25400	0505656	YN1901000 SLAC 122023 SUPERCONDUCTING	0.00	0.00	288,017.00
YY	1721310	25400	0505704	YN1901000 SLAC 122440 LCLSII ESH CDC/D	0.00	0.00	57,106.00
YY	1721310	25400	0505846	YN1901000 SLAC 122868 LCLSII ACCELERATOR	0.00	0.00	136,113.00
YY	1721310	25400	0505995	YN1901000 SLAC 123753 LCLS II HIGH Q0 R&D	0.00	0.00	444,716.00
YY	1721310	25400	0506147	YN1901000 SLAC 123822 LCLS II END CAN ENG	0.00	0.00	219,725.00
YY	1721310	25400	0506145	YN1901000 SLAC 123823 LCLS II BRIDGING EFF	0.00	0.00	255,699.00
YY	1721310	25400	0506426	YN1901000 SLAC 125201 LCLS II CRYOMODULE	0.00	-1,045,432.00	168,747,924.00
YY	1721310	25400	0515972	YN1901000 SLAC 14661	0.00	0.00	234,237.00
YY	1721310	25400	0508691	YN1901000 SLAC 153127 HEAVY PHOTON SEA	0.00	0.00	45,194.00
YY	1721310	25400	0508805	YN1901000 SLAC 153678 NUM MOD SIM FIELD	0.00	0.00	48,342.00
YY	1721310	25400	0515514	YN1901000 SLAC 181827 CD-1 Review for LCLS II HE	0.00	0.00	48,250.00
YY	1721310	25400	0515518	YN1901000 SLAC 183676 SRF Cavities for LCLS II	0.00	6,000,000.00	22,487,615.04
YY	1721310	25400	0515788	YN1901000 SLAC 202475 ACCELERATOR REV TRAVEL	0.00	0.00	8,515.00
YY	1721310	25400	0582026	YN1901000 SLAC 215058 AUTH JSA COMMISSIONING	0.00	203,000.00	203,000.00
YY	1721310	25400	0515868	YN1901000 SLAC AUTH 208768 JLAB LCLS II Cryo	0.00	0.00	295,000.00
YY	1721310	25400	0502425	YN1901000 SLAC AUTH FOR JSA	0.00	0.00	11,653.00
YY	1721310	25102	0504378	YN1901000 SNS 468	0.00	0.00	50,000.00
YY	1721310	25400	0506348	YN1901000 SNS CAVITY PROCESSING 440000	0.00	0.00	38,831.00
YY	1721310	25400	0511632	YN1901000 SNS CAVITY PROCESSING 440000	0.00	0.00	49,365.00
YZ	1721310	25400	0498940	YN1901000 S-TJNAF CYROGENICS SYS	0.00	0.00	44,796.00
YY	1721310	25400	0502343	YN1901000 TJ-BERKLEY.35893	0.00	0.00	11,653.00

FT	Program	Obj Cl	Local Use or SPP	B&R Code	Change	FY22 Amount	Cumulative Contract Amount
WA	2924033	25400		39KB00000P	0.00	0.00	0.00
YY	1721310	25400	0502345	YN1901000 TJ-FERMI 607737	0.00	0.00	11,653.00
YZ	1721310	25400		YN1901000 TSK4400000101	0.00	0.00	0.00
YZ	1721310	25400	0485478	YN1901000 TSK4400000239	0.00	0.00	5,247.00
YZ	1721310	25400	0490967	YN1901000 TSK4400000263	0.00	0.00	395,063.00
YZ	1721310	25400	0473313	YN1901000 TSKER40150JLAAA	0.00	0.00	0.00
YZ	1721310	25400	0473312	YN1901000 TSKER40150L111J	0.00	0.00	0.00
YZ	1721310	25400	0473314	YN1901000 TSKER40150TJAAA	0.00	0.00	-1,147.00
YZ	1721310	25400	0484380	YN1901000 TSKOLDIPAC	0.00	0.00	-4,320.00
YY	1721310	25400	0501665	YN1901000 UTB-VIPERS 34904	0.00	0.00	11,653.00
						0.00	0.00
SUBTOTAL					<u>87,141,385.67</u>	<u>278,913,998.01</u>	<u>2,711,767,570.98</u>

AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) OF FY 2009

WO	2923489	32001	0472770	39KB01000P (WA KB/OR39/9/ARRA-1)	0.00	0.00	64,999,150.00
WO	2924093	25400		KA1502012 (WA KA/OR39/9/ARRA-1)	0.00	0.00	1,942,354.00
WO	2924093	25400	0473341	KA1502012 (WA KA/OR39/9/ARRA-1)	0.00	0.00	0.00
WO	2923723	32002	0473098	KB0102011 (WA KB/OR39/9/ARRA-2)	0.00	0.00	9,997,519.00
WO	2923723	32003	0473101	KB0102011 (WA KB/OR39/9/ARRA-4)	0.00	0.00	2,744,777.00
WO	2923746	25400		KB0301020 (WA KB/OR39/9/ARRA-3)	0.00	0.00	1,234,219.00
WO	2923746	31003		KB0301020 (WA KB/OR39/9/ARRA-3)	0.00	0.00	3,475,636.00
WO	2923746	32002		KB0301020 (WA KB/OR39/9/ARRA-3)	0.00	0.00	250,000.00
WO	2923755	25400		KB0401022 (WA KB/OR39/9/ARRA-5)	0.00	0.00	1,825,369.00
SUBTOTAL ARRA FUNDING					<u>0.00</u>	<u>0.00</u>	<u>86,469,024.00</u>
TOTAL CONTRACT FUNDING					<u>87,141,385.67</u>	<u>278,913,998.01</u>	<u>2,798,236,594.98</u>

H.18 EMPLOYEE COMPENSATION: PAY AND BENEFITS

(a) Contractor Employee Compensation System

The Contractor shall develop, implement and maintain formal policies, practices and procedures to be used in the administration of its compensation system consistent with FAR 31.205-6 and DEAR 970.3102-05-6; "Compensation for Personal Services". DOE-approved standards, if any, shall be applied to the Total Compensation System. The Contractor's Total Compensation System shall be fully documented, consistently applied, and acceptable to the Contracting Officer. Periodic appraisals of contractor performance with respect to the Contractors' Total Compensation System will be conducted. Costs incurred in implementing the Total Compensation System shall be consistent with the Contractor's documented Contractor Employee Compensation Plan as approved by the Contracting Officer.

(1) The description of the Contractor Employee Compensation Program should include the following components;

- a. Philosophy and strategy for all pay delivery programs.
- b. System for establishing a job worth hierarchy.
- c. Method for relating internal job worth hierarchy to external market.
- d. System that links individual and/or group performance to compensation decisions.
- e. Method for planning and monitoring the expenditure of funds.
- f. Method for ensuring compliance with applicable laws and regulations.
- g. System for communicating the programs to employees.
- h. System for internal controls and self-assessment.
- i. System to ensure that reimbursement of compensation, including stipends, for employees who are on joint appointments with a parent or other organization shall be on a pro-rated basis.

(b) Reports and Information

The Contractor shall provide the Contracting Officer with the following reports and information with respect to pay and benefits provided under this Contract:

- (1) An Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, special adjustments, and structure movements for each pay structure showing actual against approved amounts and planned distribution of funds for the following year.
- (2) A list of the top five most highly compensated executives as defined in FAR 31.205-6(p)(4)(ii) and their total cash compensation at the time of Contract award, and at the time of any subsequent change to their total cash compensation.
- (3) An Annual Compensation and Benefits Report no later than March 15 of each year.

(c) Pay and Benefit Programs

The Contractor shall maintain pay and benefit programs for its employees; provided, however, that employees scheduled to work fewer than 20 hours per week receive only those benefits

required by law. Employees are eligible for benefits, subject to the terms, conditions, and limitations of each benefit program.

(1) Cash Compensation

(A) The Contractor shall submit the following, as applicable, to the Contracting Officer for a determination of cost allowability for reimbursement under the Contract:

- (i) Any proposed major compensation program design changes prior to implementation.
- (ii) Variable pay programs/incentives. If not already authorized under Appendix A of the contract, a justification shall be provided with proposed costs and impacts to budget, if any.
- (iii) A Compensation Increase Plan (CIP). A Contractor that meets the criteria, as set forth below, is not required to submit a CIP request to the Contracting Officer for an advance determination of cost allowability for a Merit Increase fund or Promotion/Adjustment fund unless Departmental policy exists to the contrary (.e.g. Secretarial Pay freeze):
 1. The Merit Increase fund does not exceed the mean percent increase included in the annual Departmental guidance providing the WorldatWork Salary Budget Survey's salary increase projected for the CIP year. The Promotion/Adjustment fund does not exceed 1% percent in total.
 2. The budget used for both Merit Increase funds and Promotion/Adjustment funds shall be based on the payroll for the end of the previous CIP year.
 3. Salary structure adjustments do not exceed the mean WorldatWork structure adjustments projected for the CIP year and communicated through the annual Department CIP guidance.

Please note: No later than the first day of the CIP cycle, Contractors must provide notification to the Contracting Officer of planned increases and position to market data by mutually agreed-upon employment categories.

- (iv) If a Contractor does not meet the criteria included in (iii) above, a CIP must be submitted to the Contracting Officer for an advance determination of cost allowability, unless the Contracting Officer, in accordance with subparagraph (m) obtains an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA, or an independent public accounting firm under the DOE contract for such services.

Otherwise, the CIP should include the following components and data:

- (1) Market analysis summary, including a comparison of average pay to market average pay.
- (2) Information regarding surveys used for comparison.
- (3) Aging factors used for escalating survey data and supporting information.
- (4) Projection of escalation in the market and supporting information.
- (5) Information to support proposed structure adjustments, if any.

- (6) Analysis to support special adjustments or promotions that exceed the 1% Promotion/Adjustment fund authorized under Section 3, titled Compensation of Appendix A.
 - (7) Funding requests for each pay structure to include breakouts of merit, promotions, variable pay, special adjustments, and structure movement for each Employee Group (i.e., S&E, Administrative, Technical, Exempt/Non-Exempt). (a) The proposed plan totals shall be expressed as a percentage of the payroll for the end of the previous CIP year. (b) All pay actions granted under the compensation increase plan are fully charged when they occur regardless of time of year in which the action transpires and whether the employee terminates before year end. (c) Specific payroll groups (e.g., exempt, nonexempt) for which CIP amounts are intended shall be defined by mutual agreement between the Contractor and the Contracting Officer. (d) The Contracting Officer may adjust the CIP amount after approval based on major changes in factors that significantly affect the plan amount (for example, in the event of a major reduction in force or significant ramp-up).
 - (8) A discussion of the impact of budget and business constraints on the CIP amount.
 - (9) Comparison of pay to relevant factors other than market average pay.
 - (10) Discussion of recruitment/retention issues (e.g., turnover and hiring) relevant to the proposed increase amounts.
- (v) The Contractor may make, without CO Approval, minor shifts of merit funds between Merit and Promotion/Adjustment funds after approval of the CIP or if criteria under (c)(1)(A)(iii) was met, in order to meet the compensation requirements of its organization, subject to the following guidelines:
1. Minor shift is defined as up to 25% of the specific fund from which funds are being transferred, the contractor may, with CO approval, shift additional funds in justified instances.
 2. Contractors will notify the Contracting Officer that funds have been shifted.
- (vi) Individual compensation actions for the top contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel not included in the CIP. For those Key Personnel included in the CIP, DOE will approve salaries upon the initial contract award and when Key Personnel are replaced during the life of the contract. DOE will have access to all individual salary reimbursements. This access is provided for transparency; DOE will not approve individual salary actions (except as previously stated).
- (B) The Contracting Officer's approval of individual compensation actions will be required only for the top contractor official (e.g., laboratory director/plant manager or equivalent) and Key Personnel as stated in (c)(1)(A)(vi) above. The base salary reimbursement level for the top contractor official establishes the maximum allowable salary reimbursement under the contract. The contractor shall not be reimbursed for the top contractor official's incentive compensation. The base salary reimbursement level

for the top contractor official establishes the maximum allowable salary reimbursement under the contract when compared to subordinate compensation, which would include base salary and any potential incentive compensation under an incentive compensation agreement. Unusual circumstances may require a deviation for an individual on a case-by-case basis. Any such deviations must be approved by the Contracting Officer.

- (C) Severance Pay is not payable to an employee under this Contract if the employee:
 - (i) Voluntarily separates, resigns or retires from employment, (unless associated with a workforce restructuring action in accordance with Appendix A, Section entitled Reductions in Contractor Employment)
 - (ii) Is offered employment with a successor/replacement Contractor,
 - (iii) Is offered employment with a parent or affiliated company, or
 - (iv) Is discharged for cause.

- (D) Service Credit for purposes of determining severance pay does not include any period of prior service for which severance pay has been previously paid through a DOE cost-reimbursement contract.

(d) Pension and Other Benefit Programs

- (1) No presumption of allowability will exist when the Contractor implements a new benefit plan, or makes changes to existing benefit plans, and the Contractor has not provided the Contracting Officer the opportunity to review the allowability of the changes prior to implementation. The Contractor shall submit for prior approval any benefit plan changes not associated with pensions that result in increases in costs if the value of the change is \$250,000 or greater. Notification is only necessary for those benefit plan changes (excluding pension changes) valued at \$250,000 or less. The Contractor shall submit for prior approval benefit changes that result in increases to the Department's long-term pension and other actuarial liabilities that are reported in the Department's financial statement, including increases in employer contributions for defined contribution pension plans, regardless of dollar value. Examples of benefits changes that increase the Department's long-term liabilities include defined benefit pension plan changes and postretirement benefits other than pensions. Any changes made by the Contractor shall be in accordance with and pursuant to the terms and conditions of the contract. Advance notification, rather than approval, is required for changes that do not increase costs and are not contrary to Departmental policy or written instruction.
- (2) Cost reimbursement for Employee pension and other benefit programs sponsored by the Contractor will be based on the Contracting Officer's approval of Contractor actions pursuant to an approved "Employee Benefits Value Study" and an "Employee Benefits Cost Survey Comparison" as described below, unless the Contracting Officer, in accordance with subparagraph (m) obtains an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA, or from DOE's independent public accounting firm (under contract with DOE).
- (3) Unless otherwise stated, or as directed by the Contracting Officer, the Contractor shall submit the studies required in paragraphs (A) and (B) below. The studies shall be used by

the Contractor in calculating the cost of benefits under existing benefit plans. An Employee Benefits Value (Ben-Val) Study Method using no less than 15 comparator organizations and an Employee Benefits Cost Survey comparison Method shall be used in this evaluation to establish an appropriate comparison method. In addition, the Contractor shall submit updated studies to the Contracting Officer for approval prior to the adoption of any change to a pension or other benefit plan which increases costs.

- (A) The Ben-Val, every three years for each benefit tier (e.g., group of employees receiving a benefit package based on date of hire), which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor to Employees measured against the RV of benefit programs offered by the Contracting Officer approved comparator companies. To the extent that the value studies do not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks derived from nationally recognized and Contracting Officer approved survey sources.
 - (B) An Employee Benefits Cost Study Comparison, annually for each benefit tier that analyzes the Contractor's employee benefits cost for Employees as a percent of payroll and compares it with the cost as a percent of payroll, including geographic factor adjustments, reported by the U.S. Department of Labor's Bureau of Labor Statistics or other Contracting Officer approved broad based national survey. Alternatively, in accordance with subparagraph (m) the Contracting Officer may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA or from DOE's independent public accounting firm (under contract with DOE), and not require the submission of an Employee Benefits Cost Study.
- (4) When the net benefit value exceeds the comparator group by more than the percentage threshold established by the Head of the Contracting Activity the Contractor shall submit a corrective action plan to the Contracting Officer for approval, when and if requested in writing by the Contracting Officer.
 - (5) When the benefit costs as a percent of payroll exceed the comparator group by more than the percentage threshold established by the Head of the Contracting Activity, when and if required by the Contracting Officer, the Contractor shall submit an analysis of the specific plan costs that result in or contribute to the percent of payroll exceeding the costs of the comparator group and submit a corrective action plan if directed by the Contracting Officer.
 - (6) Within two years, or longer period as agreed to between the Contractor and the Contracting Officer, of Contracting Officer acceptance of the Contractor's corrective action plan, the Contractor shall align employee benefit programs with the benefit value and cost as percent of payroll in accordance with its corrective action plan.
 - (7) The Contractor may not terminate any benefit plan during the term of the Contract without the prior approval of the Contracting Officer in writing.

- (8) Cost reimbursement for post-retirement benefits other than pensions (PRBs) is contingent on DOE approved service eligibility requirements for PRB that shall be based on a minimum period of continuous employment service not less than 5 years under a DOE cost reimbursement contract(s) immediately prior to retirement. Unless required by Federal or State law, advance funding of PRBs is not allowable.
- (9) Each Contractor sponsoring a Defined Benefit pension plan and/or postretirement benefit plan will participate in the annual plan management process which includes written responses to a questionnaire regarding plan management, providing forecasted estimates of future reimbursements in connection with the plan(s) and participating in a conference call to discuss the Contractor submission (see (f)(6) below for Pension Management Plan requirements).
- (10) Each Contractor will respond to quarterly data calls issued through iBenefits, or its successor system.

(e) Establishment and Maintenance of Pension Plans for which DOE Reimburses Costs

- (1) Employees working for the Contractor shall only accrue credit for service under this Contract after the date of Contract award.
- (2) Except for Commingled Plans in existence as of the effective date of the Contract, any pension plan maintained by the Contractor for which DOE reimburses costs, shall be maintained as a separate pension plan distinct from any other pension plan that provides credit for service not performed under a DOE cost-reimbursement contract. When deemed appropriate by the Contracting Officer, Commingled Plans shall be converted to separate plans at the time of new contract award or the extension of a contract.

(f) Basic Requirements

The Contractor shall adhere to the requirements set forth below in the establishment and administration of pension plans that are reimbursed by DOE pursuant to cost reimbursement contracts for management and operation of DOE facilities and pursuant to other cost reimbursement facilities contracts. Pension Plans include Defined Benefit and Defined Contribution plans.

- (1) The Contractor shall become a sponsor of the existing pension and other benefit plans (or comparable successor plans), including other PRB plans, as applicable, with responsibility for management and administration of the plans. The Contractor shall be responsible for maintaining the qualified status of those plans consistent with the requirements of ERISA and the Internal Revenue Code (IRC). The Contractor shall carry over the length of service credit and leave balances accrued as of the date of the Contractor's assumption of Contract performance.

- (2) Each Contractor defined benefit and defined contribution pension plan shall be subjected to a limited-scope audit annually that satisfies the requirements of ERISA section 103, except that every third year the contractor must conduct a full-scope audit of defined benefit plan(s) satisfying ERISA section 103. Alternatively, the contractor may conduct a full-scope audit satisfying ERISA section 103 annually. In all cases, the Contractor must submit the audit results to the Contracting Officer. In years in which a limited scope audit is conducted, the Contractor must provide the Contracting Officer with a copy of the qualified trustee or custodian's certification regarding the investment information that provides the basis for the plan sponsor to satisfy reporting requirements under ERISA section 104.

While there is no requirement to submit a full scope audit for defined contribution plans, contractors are responsible for maintaining adequate controls for ensuring that defined contribution plan assets are correctly recorded and allocated to plan participants.

- (3) For existing Commingled Plans, the Contractor shall maintain and provide annual separate accounting of DOE liabilities and assets as for a Separate Plan.
- (4) For existing Commingled Plans, the Contractor shall be liable for any shortfall in the plan assets caused by funding or events unrelated to DOE contracts.
- (5) The Contractor shall comply with the requirements of ERISA if applicable to the pension plan and any other applicable laws.

(g) Reporting Requirements for Designated Contracts

The following reports shall be submitted to DOE as soon as possible after the last day of the plan year by the Contractor responsible for each designated pension plan funded by DOE but no later than the dates specified below:

- (1) Actuarial Valuation Reports. The annual actuarial valuation report for each DOE-reimbursed pension plan and when a pension plan is commingled, the Contractor shall submit separate reports for DOE's portion and the plan total by the due date for filing IRS Form 5500.
- (2) Forms 5500. Copies of IRS Forms 5500 with Schedules for each DOE-funded pension plan, no later than that submitted to the IRS.
- (3) Forms 5300. Copies of all forms in the 5300 series submitted to the IRS that document the establishment, amendment, termination, spin-off, or merger of a plan submitted to the IRS.

(h) Changes to Pension Plans

At least sixty (60) days prior to the adoption of any changes to a pension plan, the Contractor shall submit the information required below to the Contracting Officer. The Contracting Officer must approve plan changes that increase costs as part of a determination as to whether the costs are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.

- (1) For proposed changes to pension plans and pension plan funding, the Contractor shall provide the following to the Contracting Officer:
 - (A) a copy of the current plan document (as conformed to show all prior plan amendments), with the proposed new amendment indicated in redline/strikeout;
 - (B) an analysis of the impact of any proposed changes on actuarial accrued liabilities and costs;
 - (C) except in circumstances where the Contracting Officer indicates that it is unnecessary, a legal explanation of the proposed changes from the counsel used by the plan for purposes of compliance with all legal requirements applicable to private sector pension plans;
 - (D) the Summary Plan Description; and,
 - (E) any such additional information as requested by the Contracting Officer.

- (2) Contractors shall submit new benefit plans and changes to plan design or funding methodology with justification to the Contracting Officer for approval, as applicable [see (d)(1) above]. The justification must:
 - (A) demonstrate the effect of the plan changes on the contract net benefit value or percent of payroll benefit costs,
 - (B) provide the dollar estimate of savings or costs, and
 - (C) provide the basis of determining the estimated savings or cost.

(i) Terminating Operations

When operations at a designated DOE facility are terminated and no further work is to occur under the prime contract, the following apply:

- (1) No further benefits for service shall accrue.
- (2) The Contractor shall provide a determination statement in its settlement proposal, defining and identifying all liabilities and assets attributable to the DOE contract.
- (3) The Contractor shall base its pension liabilities attributable to DOE contract work on the market value of annuities or lump sum payments or dispose of such liabilities through a competitive purchase of annuities or lump sum payouts.
- (4) Assets shall be determined using the “accrual-basis market value” on the date of termination of operations.
- (5) DOE and the Contractor(s) shall establish an effective date for spinoff or plan termination. On the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.

(k) Terminating Plans

- (1) DOE contractors shall not terminate any pension plan (Commingled or site specific) without requesting Departmental approval at least 60 days prior to the scheduled date of plan termination.
- (2) To the extent possible, the Contractor shall satisfy plan liabilities to plan participants by the purchase of annuities through competitive bidding on the open annuity market or lump sum payouts. The Contractor shall apply the assumptions and procedures of the Pension Benefit Guaranty Corporation.
- (3) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination or reassignment shall accrue interest from the effective date of termination or reassignment until the date of payment or transfer.
- (4) If ERISA or IRC rules prevent a full transfer of excess DOE reimbursed assets from the terminated plan, the Contractor shall pay any deficiency directly to DOE according to a schedule of payments to be negotiated by the parties.
- (5) On or before the same day as the Contractor notifies the IRS of the spinoff or plan termination, all plan assets assigned to a spun-off or terminating plan shall be placed in a low-risk liability matching portfolio until the successor trustee, or an insurance company, is able to assume stewardship of those assets.
- (6) DOE liability to a Commingled pension plan shall not exceed that portion which corresponds to DOE contract service. The DOE shall have no other liability to the plan, to the plan sponsor, or to the plan participants.
- (7) After all liabilities of the plan are satisfied, the Contractor shall return to DOE an amount equaling the asset reversion from the plan termination and any earnings which accrue on that amount because of a delay in the payment to DOE. Such amount and such earnings shall be subject to DOE audit. To effect the purposes of this paragraph, DOE and the contractor may stipulate to a schedule of payments.

(l) Special Programs

Contractors must advise DOE and receive prior approval for each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit.

(m) Alternate Contractor Human Resource Requirements

- (1) Alternatively, the Contracting Officer may obtain an audit of the Contractor's compensation and benefits system and of its incurred costs from either DCAA or from

DOE's independent public accounting firm (under contract with DOE); if the Contracting Officer does, the Contractor will not be required to submit the:

- (A) Compensation Increase Plan; and/or
- (B) Employee Benefits Cost Study.

(n) Definitions

- (1) Commingled Plans. Cover employees from the Contractor's private operations and its DOE contract work.
- (2) Current Liability. The sum of all plan liabilities to employees and their beneficiaries. Current liability includes only benefits accrued to the date of valuation. This liability is commonly expressed as a present value.
- (3) Defined Benefit Pension Plan. Provides a specific benefit at retirement that is determined pursuant to the formula in the pension plan document.
- (4) Defined Contribution Pension Plan. Provides benefits to each participant based on the amount held in the participant's account. Funds in the account may be comprised of employer contributions, employee contributions, investment returns on behalf of that plan participant and/or other amounts credited to the participant's account.
- (5) Designated Contract. For purposes of this clause, a contract (other than a prime cost reimbursement contract for management and operation of a DOE facility) for which the Head of the Departmental Contracting Activity determines that advance pension understandings are necessary or where there is a continuing Departmental obligation to the pension plan.
- (6) Pension Fund. The portfolio of investments and cash provided by employer and employee contributions and investment returns. A pension fund exists to defray pension plan benefit outlays and (at the option of the plan sponsor) the administrative expenses of the plan.
- (7) Separate Accounting. Account records established and maintained within a commingled plan for assets and liabilities attributable to DOE contract service. NOTE: The assets so represented are not for the exclusive benefit of any one group of plan participants.
- (8) Separate Plan. Must satisfy IRC Sec. 414(l) definition of a single plan, designate assets for the exclusive benefit of employees under DOE contract, exist under a separate plan document (having its own Department of Labor plan number) that is distinct from corporate plan documents and identify the Contractor as the plan sponsor.
- (9) Spun-off Plan. A new plan which satisfies IRC Reg. 1.414 (l)-1 requirements for a single plan and which is created by separating assets and liabilities from a larger original plan. The funding level of each individual participant's benefits shall be no less than before the event, when calculated on a "plan termination basis."

I.107 DEAR 970.5227-3 TECHNOLOGY TRANSFER MISSION (AUG 2002) (DEVIATION)

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); Section 102 of the Laboratory Modernization and Technology Transfer Act (Public Law 115-246) 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 Strategic Partnership Projects (SPP); 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, SPP, science education activities, consulting, personnel exchanges, assignments, and licensing in accordance with this clause.

(3) *Trademarks and service marks.* The Contractor, with notification to DOE Patent Counsel, is authorized to protect goods/services resulting from work at the Laboratory through Trademark and Service Mark protection. The Laboratory name and associated logos are owned by the Department of Energy unless an exception is allowed by the DOE Patent Counsel, and shall be protected by DOE Patent Counsel. In furtherance of the technology transfer mission, should the Contractor want to assert trademark or service mark protection for any word, phrase, symbol, design, or combination thereof that includes or is associated with the Laboratory name, the Contractor must first notify and obtain permission from the Department of Energy Patent Counsel. All marks, whether or not registered with the United States Patent and Trademark Office, are to be included in the “Intellectual property rights” paragraph (i) of this clause, below, regarding transfer to successor contractor, DOE reserves the right to require the Contractor to cancel registration of the mark or cease use of the mark.

(b) *Definitions.*

Assignment means any agreement by which the Contractor transfers ownership of Laboratory

Intellectual Property, subject to the Government's retained rights.

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.

Contractor's Laboratory Director means the individual who has supervision over all or substantially all of the Contractor's operations at the Laboratory.

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.

Department of Energy (DOE), as used in this clause, includes the National Nuclear Security Administration (NNSA), unless otherwise identified or indicated.

Intellectual property means data, inventions, patents, patent applications, trademarks, service marks, copyrights, mask works, protected CRADA information, and other forms of comparable property rights protected by Federal Law and other foreign counterparts.

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 project.

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.

Laboratory tangible research product means tangible material results of research which--

- (1) Are provided to permit replication, reproduction, evaluation or confirmation of the research effort, or to evaluate its potential commercial utility;
- (2) Are not materials generally commercially available; and
- (3) Were made under this contract by Laboratory employees or through the use of Laboratory research facilities.

Patent Counsel means the DOE or NNSA Patent Counsel assisting the contracting activity. The Patent Counsel is the first and primary point of contact for activities described in this clause.

Strategic Partnership Projects (SPP) means any agreement pursuant to the SPP clause, if included in this M&O contract, entered into between the Contractor as operator of the Laboratory and a non-Federal party under which the Government, through its laboratory,

provides personnel, services, facilities, equipment, intellectual property, only when such work does not interfere with DOE-funded activities conducted as authorized by other parts of this M&O contract and on a fully reimbursable basis.

(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, widespread notice of technology transfer opportunities, and early stage and precommercial technology demonstration to remove barriers that limit private sector interest and demonstrate potential commercial applications of any research and technologies arising from Laboratory activities, shall be deemed allowable provided that such costs meet the other requirements of the allowable costs provisions of this contract.

(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 all 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 research involving non-federal sponsors 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 SPP 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 is a current or has been a Laboratory employee within the previous two years or to the company in which the individual is a principal and the Contractor's request should include notice of any technology transfer agreements (e.g., SPP and CRADA) associated with the intellectual property;

(9) Notify non-Federal sponsors of SPP activities, or non-Federal users of user facilities, of any relevant intellectual property interest of the Contractor prior to execution of SPP or user agreements; and

(10) Notify the Contracting Officer and DOE funding program prior to evaluating a proposal by a third party for DOE, when (a) the evaluator is an inventor of a Contractor invention that is the subject matter of the proposal or (b) the evaluator is a principal or has financial interest in the third party or (c) the third party is a licensee of the Contractor.

(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 for licensing and assignments of intellectual property.* (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; and

(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;

(B) In licensing or assigning 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;

(C) If the proposed licensee, assignee, or parent of either type of entity is subject to the control of a foreign company or government, the Contractor, with the assistance of the Contracting Officer, in considering the factors set forth in paragraph (B) of this clause, may rely upon the following information –

(1) U.S. Trade Representative Inventory of Foreign Trade Barriers;

(2) U.S. Trade Representative Special 301 Report; and

(3) Such other relevant information available to the Contracting Officer; and

(D) The Contractor should review the U.S. Trade Representative web site at: <http://www.ustr.gov> for the most current versions of these reports and other relevant information. The Contractor is encouraged to utilize other available resources, as necessary, to allow for a complete and informed decision.

(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).

(4) The Contractor agrees to be bound by paragraph (t) U.S. Competitiveness in its Patent Rights provision (e.g. *48 CFR 970.5227-10 or 48 CFR 970.5227-12 as may be modified*) as applicable.

(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. Except for CRADA and SPP where the guidance is already provided elsewhere, 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, 15 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 any purpose inconsistent with DOE mission direction.

(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. The Contractor shall notify the Contracting Officer of any changes to that policy, and such changes, shall be subject to the approval of 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 or several packages if necessary, 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), as amended. 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, which may be included in the Annual Laboratory 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 technology transfer Agreements.* Upon approval of the Contracting Officer and as provided in DOE approved guidance, the Laboratory Director, or designee, may enter into technology transfer agreements 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 or MSW 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, MSW or proposed CRADA, the Contracting Officer shall approve, disapprove or request modification to the JWS, MSW 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 or relevant MSW 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, relevant MSW 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. The Contractor, in considering these factors, may rely upon the following information:

(A) U.S. Trade Representative Inventory of Foreign Trade Barriers,

(B) U.S. Trade Representative Special 301 Report, and

(C) Such other relevant information available to the Contracting Officer. The Contractor should review the U.S. Trade Representative web site at <http://www.ustr.gov> for the most current versions of these reports and other relevant information. The Contractor is encouraged to utilize other available resources, as necessary, to allow for a complete and informed decision;

(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 or otherwise as delineated in Stevenson-Wydler, as amended. 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) A final technical report, upon completion of a CRADA, shall be provided to DOE's Office of Scientific and Technical Information; reports marked as Protected CRADA Information will not be released to the public for a period in accordance with the terms of the CRADA.

(iv) 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) *SPP and user facility programs.* (i) SPP and User Facility Agreements (UFAs) may be available for use by the Contractor in addition to CRADAs. The Contractor agrees to inform 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., SPP 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 SPP 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 SPP 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 negotiation, approval or performance of a technology transfer agreement, 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 entity of the technology transfer agreement; or

(2) Receives a gift or gratuity from any entity, other than the Contractor, that has a substantial interest in the entity of the technology transfer agreement; or

(B) A financial interest in any entity, other than the Contractor, that has a substantial interest in the entity of the technology transfer agreement, 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 negotiation, approval or performance of the technology transfer agreement 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 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 negotiation, approval or performance of the technology transfer agreement.

(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 CRADAs), 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 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.

(End of clause)

L.112 DEAR 970.5227-10 PATENT RIGHTS – MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (DEC 2000)(DEVIATION)

(a) *Definitions. DOE licensing regulations* means the Department of Energy patent licensing regulations at 10 CFR part 781.

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).

Initial Patent Application means, as to a given Subject Invention, the first provisional or non-provisional U.S. national application for patent as defined in 37 CFR 1.9(a)(2) and (3), respectively, the first international application filed under the Patent Cooperation Treaty as defined in 37 CFR 1.9(b) which designates the United States, or the first application for a Plant Variety Protection certificate, as applicable.

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.).

Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

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.

Patent Counsel means the Department of Energy (DOE) Patent Counsel assisting the DOE contracting activity. The Patent Counsel is the first and primary point of contact for activities described in this clause.

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.

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.

Statutory Period means the one-year period before the effective filing date of a claimed

invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

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) *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 DOE's Office of International Affairs (International Commitments—IEC) (<http://energy.gov/ia/iec-documents>), or other rights which are necessary for the Government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions.

(3) *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) As determined by the DOE, inventions made under any agreement, contract or subcontract, related to the exceptional circumstance subject inventions under U.S.C. § 202, maintained by the Office of the Assistant General Counsel for Technology Transfer and Intellectual Property, include but is not limited to the following—

(A) DOE Steel Initiative and Metals Initiative;

(B) U.S. Advanced Battery Consortium;

(C) Any funding agreement which is funded in part by the Electric Power Research Institute (EPRI) or the Gas Research Institute (GRI);

(D) Any funding agreement related to Energy Efficiency, Storage, Integration and Related Technologies, Renewable Energy, and Advanced Energy Technologies which is funded by the Office of Energy Efficiency and Renewable Energy (EERE) or the Advanced Research Projects

Agency – Energy (ARPA-E);

(E) Solid State Energy Conversion Alliance (SECA), if the Contractor is a participant in the “Core Technology Program”;

(F) Solid State Lighting (SSL) Program, if the Contractor is a participant in the “Core Technology Program.”

(G) Cybersecurity, Energy Security, and Emergency Response;

(H) Quantum Information Science Technologies; and

(I) Domestic Manufacture of DOE Science and Energy Technologies (S&E DEC).

(iii) Inventions subject to “Department of Energy Determination of Exceptional Circumstances under the Bayh-Dole Act to Further Promote Domestic Manufacture of DOE Science and Energy Technologies” (S&E DEC) issued June 7, 2021, must comply with paragraph (t) U.S. Competitiveness requirements to the maximum extent authorized by the S&E DEC unless otherwise directed by DOE Patent Counsel in writing.

(iv) 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.

(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 or electronic report and shall identify the contract under which the invention was made and the inventor(s) and all sources of funding by Budget and Resources (B&R) code and, if applicable, the technology transfer agreement number 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 or made available for publication at the time of disclosure. The disclosure shall identify if 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 notify the agency of any accepted manuscript describing the invention for publication or any on sale or public use planned by the contractor that is 60 days prior to the end of the Statutory Period. The Contractor shall notify 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 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 Statutory Period herein 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 first filed 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 review.* During the course of the work under this contract, the Contractor 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. Contractor's Invention Identification Procedures under paragraph (f)(5) should address timely disclosure of inventions, consider whether review is required, and if so, facilitate such review by Contractor personnel responsible for patent matters prior to disclosure of publications in order that public disclosure of such information will not adversely affect the patent interest of DOE or the Contractor.

(6) *Reporting to DOE and Approvals.* Whenever possible in this paragraph (c), the Government electronic reporting system (e.g., iEdison or similar system) shall be used for reporting and

approvals.

(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.

(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.

(5) Upon a breach of paragraph (t) U.S. Competitiveness of this clause.

(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.

(2) 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.

(3) Notification of discontinuation of patent protection. The Contractor will notify the Patent Counsel of any decision not to file a patent application, 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 60 days before the expiration of the response period required by the relevant patent office.

(4) 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."

(5) 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.

(6) Patent 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 401.

(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 37 CFR 401.14, 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 37 CFR 401.3(a) and 401.14. If the S&E DEC is applicable (see subparagraph (b)(6)(iii) of this clause), paragraph (t) U.S. Competitiveness must be included in the subcontractor's patent clause as paragraph (m) U.S. Competitiveness. Additionally, the following item (4) must be added to paragraph (d) of the subcontractor's patent clause "(4) Upon a breach of paragraph (m) U.S. Competitiveness of this clause."

(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. For subcontracts subject to exceptional circumstances, the contractor must consult with DOE patent counsel with respect to the appropriate patent clause. If the S&E DEC is applicable (see subparagraph (b)(6)(iii) of this clause), paragraph (t) U.S. Competitiveness must be included in the subcontractor's patent clause as paragraph (n) U.S. Competitiveness. Additionally, the following must be appended to the first sentence paragraph of (d)(1) "or upon a breach of paragraph (n) U.S. Competitiveness of this 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. In addition, the Contractor shall provide data to DOE for the annual data call for the Department of Commerce report that includes the number of patent applications filed, the number of patents issued, licensing activity, 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 under 35 U.S.C. 203 and 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

(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 under which a subject invention was reported, or a statement that no such subject inventions under subcontracts were reported during the contract performance period.

(n) *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) *U. S. Competitiveness. Notwithstanding 48 CFR 970.5227-3(f) U.S. Industrial Competitiveness, for all work subject to the S&E DEC, the Contractor agrees that any products embodying any*

subject invention or produced through the use of any subject invention will be manufactured substantially in the United States unless the Contractor can show to the satisfaction of DOE that it is not commercially feasible. In the event DOE agrees to foreign manufacture, there will be a requirement that the Government's support of the technology be recognized in some appropriate manner, e.g., alternative binding commitments to provide an overall net benefit to the U.S. economy. The Contractor agrees that it will not license, assign, or otherwise transfer any subject invention to any entity, at any tier, unless that entity agrees to these same requirements. Should the Contractor or other such entity receiving rights in the invention(s): (1) undergo a change in ownership amounting to a controlling interest, or (2) sell, assign, or otherwise transfer title or exclusive rights in the invention(s), then the assignment, license, or other transfer of rights in the subject invention(s) is/are suspended until approved in writing by DOE. The Contractor and any successor assignee will convey to DOE, upon written request from DOE, title to any subject invention, upon a breach of this paragraph. The Contractor will include this paragraph in all subawards/contracts, regardless of tier, for experimental, developmental or research work.

(u) *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.

- (v) *Unauthorized Access.* The contractor will protect all invention reports, unpublished patent applications and other invention related information from unauthorized access and disclosure using at least commonly available techniques and practices. In the event that the Contractor becomes aware of unauthorized access to invention reports, unpublished patent applications and other invention related information, the Contractor shall notify Patent Counsel within 7 days.

(End of clause)

DOE Form AD-36 (6-78)		U.S. Department of Energy REIMBURSEMENT AUTHORIZATION		NO. 21
				Page 1
Project: Newport News Area		Location: Newport News, Virginia		
Contractor: Jefferson Science Associates, LLC/Thomas Jefferson National Accelerator Facility				
Contract No. DE-AC05-06OR23177		Date of Contract: October 5, 2006		
<p>The following modification to Appendix A is approved as an allowable cost, effective:</p> <p>8 COSTS OF RECRUITING PERSONNEL</p> <p>B. Recruitment/Retention Tools</p> <p>iii. The Contractor is authorized to provide service credit to critical skill new-hires for previous relevant experience at another DOE facility or external organization. Credited service may be used to establish eligibility for, or determine accrual of, service-based benefits (i.e., vacation accruals, vesting, or severance – unless severance has been paid for prior service as directed in Clause H. 18), in accordance with the contractor’s policies.</p>				
Approved for the Contractor by:			Date:	
			8/10/22	
Approved for the U.S. Department of Energy by:			Date:	

Jefferson Science Associates, LLC

APPENDIX A

Contract No. DE-AC05-06OR23177

Effective
October 2019

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1 INTRODUCTION

This Advance Understanding is intended to document the principles and measures for evaluation of the Contractor's Human Resources Management (CHRM) programs and to address items of allowable personnel costs and related expenses not specifically addressed elsewhere under this contract. Certain Jefferson Science Associates, LLC (JSA or Laboratory) CHRM policies, practices, and plans are located in the JSA Human Resources Operating Plan (HROP), which has been separately submitted by the Laboratory and approved by the DOE Contracting Officer.

The Contractor shall select, manage, and direct its work force and apply its human resource policies in general conformity with its private operations and/or industrial practices insofar as they are consistent with this Contract. Any changes to the HROP or new programs that increase the contract costs as of the effective date of this contract are subject to approval in advance by the Contracting Officer. Any programs or policies initiated for corporate application, permanently or for a finite period, that will impact staffing levels or compensation costs (e.g., furloughs or salary cuts) will not be applicable to Laboratory employees or employees otherwise funded through this contract, without prior approval of the Contracting Officer. Any changes to the Human Resources Operating Plan require prior approval by the DOE Contracting Officer.

The Contractor's programs will comply with the Federal Acquisition Regulation (FAR) cost principles and FAR contract clauses, as supplemented by the Department of Energy Acquisition Regulation (DEAR), for all Human Resources programs. The Contractor shall use effective management review procedures and internal controls to assure compliance with the FAR and DEAR as well as to ensure that the cost limitations set forth herein are not exceeded, and that areas which require prior approval of the DOE Contracting Officer or designated representative are reviewed and approved prior to incurrence of costs.

This Appendix A may be modified from time to time by agreement of the Parties. Either Party may, at any time, request that this Appendix A be revised, and the Parties hereto agree to negotiate in good faith concerning any requested revision. Revisions to this Appendix A shall be accomplished by executing modification to the prime contract.

The Contractor's Laboratory Director may make exceptions to the provisions of Appendix A when such exceptions are in the best interest of contract operations or will facilitate or enhance contract performance and are approved in advance by the Contracting Officer.

The Contractor, or designated representative, shall promptly furnish all reports and information required or otherwise indicated in this Advance Understanding to the Contracting Officer. The Contractor recognizes that the Contracting Officer or designated representative may make other data requests from time to time and the Contractor agrees to cooperate in meeting requests.

It is understood that no provision of this Appendix can affect any right guaranteed to a bargaining unit employee by the terms of a Collective Bargaining Agreement.

2 COMPENSATION

In establishing or modifying compensation levels, JSA will be guided by the following considerations.

JSA should adopt wage, salary, and Employee benefit policies and practices, which will provide a technically competent, productive and efficient work force consistent with the terms of this contract.

JSA is a competitor in the Tidewater, Virginia, labor market area, and should adopt and maintain equitable compensation levels and benefit policies and practices commensurate with other major employers in the area within applicable Federal laws and regulations. JSA recruits certain of its personnel from an extended labor market area. With respect to such Employees, the areas of comparison will be expanded to regional and national labor markets to establish equitable salary compensation and benefit policies relationships.

JSA agrees to use its best efforts to comply with any special compensation directives established by the Department of Energy.

Salary Adjustments will reflect performance evaluations and equity considerations. Employee performance appraisals will be made at least annually; however, no salary increases should be implied or assumed to be paid to all Employees on an annual basis.

A. Salary Increases

- i. When significant changes in duties and responsibilities of a position occur on a temporary basis, the employee may temporarily receive an increase in salary for the period the Employee is assigned the higher level duties not to exceed one year, which may be extended with JSA's Senior Management approval. The change in wages shall not exceed the maximum rate of the range of the higher level position.
- ii. An administrative stipend may be paid to an employee who is temporarily assigned responsibilities of a higher level position or other significant duties not part of the employee's regular position. The sum of stipend and base salary shall not exceed the maximum salary of the higher level position. The Laboratory Director may authorize an administrative stipend up to 15% of the appointee's annual base salary for a period not to exceed one year.
- iii. Notwithstanding any other term or condition set forth in this Contract, the Contracting Officer's approval of compensation actions pursuant to H.18 will consider:
 - (a) relative alignment of proposed salaries with subordinate levels;
 - (b) available market data, comparing total-cash compensation;
 - (c) total compensation relative to the maximum compensation reimbursement level, per the Bipartisan Budget Act of 2013 (BBA) Section 702, Limitation on Allowable Government Contractor Compensation Costs.

B. Compensation Increase Plan (CIP)

- i. The Contractor shall submit the CIP proposal not later than 60 days prior to the start of the new salary cycle.
- ii. In order to pay "on-market-on-average," in the calculation of market position, Laboratory salary data shall be matched to survey data as of the midpoint of the salary cycle (e.g., September 1, for a March 1, implementation).
- iii. The CIP shall be expressed as a percentage of the projected base payroll for the end of the previous salary cycle (e.g., the projected base payroll for the previous February 1 for a March 1 - February 28/29 salary cycle).
- iv. A Variable Pay fund may be established annually as an identifiable component of the Compensation Increase Plan. The Variable Pay plan must be approved by Contracting Officer prior to being included in the Compensation Increase Plan. The fund will be used to award lump sum Variable Pay to eligible Employees with extraordinary performance achievements and high achievers whose merit increases are limited by their top-of-the-range salary positions. Variable Pay will be limited to a percentage of base salary that equals the maximum percentage for the Employee's performance rating as specified in the annual salary increase guidelines. All Variable Pay awards shall be subject to the Laboratory Director approval or his/her designee.

3 ANCILLARY PAY COMPONENTS

A. Premium Pay

The Contractor is authorized to provide shift differentials and other premium pay, such as Call-In Pay, On-Call Pay, meal allowances, and hazardous duty pay, as documented in a Contracting Officer approved policy and identified in the HROP.

B. Extended work week

When deemed essential to the performance of work under this contract, an extended work week may be established at the Laboratory or any portion thereof.

C. Medical evacuation services/insurance

Employees required to perform official travel to foreign countries where local care is substandard (according to U.S. standards) or difficult to access may have coverage that pays for evacuation services to an acceptable medical facility in a proximal location on an urgent or emergency basis. The policy shall include evacuation, expatriation of remains, and ancillary costs associated with the incident. Costs for such coverage for eligible employees are allowable.

4 PAYMENTS ON TERMINATION OF EMPLOYMENT

A. Reduction in Force (RIF)

When employees are terminated due to a RIF, the following costs are allowable:

i. Pay in lieu of notice

Any employee who is laid off or terminated due to a RIF may be given pay in lieu of the required minimum written notice of termination. Accumulated vacation credit is also paid.

ii. Severance pay benefit

Severance pay is payable to regular and probationary Full-time and Part-time Employees who have six months or more of contract service and who have been laid off on account of lack of work or funding, changing programmatic needs and goals, or organizational restructuring.

Severance pay is payable to term Full-time and Part-time Employees who have six months or more of service, have been laid off on account of lack of work or funding, and had at the time of lay-off at least six months of time remaining on their appointments.

A term Employee whose appointment is not renewed or converted to a Regular Appointment shall receive no severance pay upon termination at the completion or expiration of the Term Appointment.

Temporary and casual Employees and all levels of student interns and graduate student research assistants are ineligible for severance pay.

No severance pay is paid to Employees who terminate their employment voluntarily, except as part of a workforce restructuring action as described in Section 10. No severance pay is paid to Employees who are discharged for cause, who transfer to another position within JSA, or who refuse to transfer to a job within JSA with comparable pay and benefits.

If an Employee is reemployed by JSA after having been paid a severance payment, Company Service Credit for any subsequent severance payment consideration shall start from the date of such reemployment. If any individuals are reemployed by JSA prior to the end of the period covered by the severance pay (e.g., received four week's pay, but reemployed after two weeks), the difference must be refunded.

In the event that JSA is replaced as the Department's Prime Contractor at Jefferson Lab, this change shall not entitle any Employee of the Facility to severance pay if he/she elects to remain at Jefferson Lab, or if the new Prime Contractor offers to retain him/her under comparable conditions of employment which he/she enjoyed under the JSA contract.

No Employee will be eligible for severance pay who (1) accepts transfer to another facility, subsidiary, or affiliate of the Contractor, (2) is offered employment at

comparable pay and benefits by a successor contractor, (3) resigns or retires, or (4) is discharged for cause.

Severance pay will be calculated on the basis of the Employee's length of service and Basic Rate in effect at the time of layoff (including extended hours pay, if any, but excluding all Overtime or Shift Differential) and paid in accordance with the following schedule:

<i>Contract Service</i>	<i>Severance Pay</i>
6 months, but less than 2 years	1 ½ weeks
2 years, but less than 3 years	3 weeks
3 years, but less than 4 years	4 ½ weeks
4 years, but less than 5 years	6 weeks
5 years, but less than 6 years	7 ½ weeks
6 years, but less than 7 years	9 weeks
7 years, but less than 8 years	10 ½ weeks
8 years, but less than 9 years	12 weeks
9 years, but less than 10 years	13 ½ weeks
10 years, but less than 12 years	15 weeks
12 years, but less than 14 years	16 ½ weeks
14 years, but less than 16 years	18 weeks
16 years, but less than 18 years	19 ½ weeks
18 years, but less than 20 years	21 weeks
20 years, but less than 22 years	22 ½ weeks
22 years, but less than 24 years	24 weeks
24 years, but less than 26 years	25 ½ weeks
26 years or more	27 weeks

NOTE: Severance pay maximum = \$50,000

B. Sick Leave

The payment of accumulated sick leave upon termination is unallowable.

C. Vacation

The Contractor is authorized to pay for accumulated vacation upon termination, or change to non-benefits status, at the rate in effect as of the date of termination.

D. Staff Settlement Costs

The Contractor is authorized to resolve internal staff settlements up to \$25,000 without the advance approval of the CO.

5 PROGRAMS INVOLVING EMPLOYEE ABSENCE FROM THE WORKPLACE

A. Paid Leave

The Laboratory will provide a reasonable and cost effective paid leave program. Paid leave includes vacation, holiday, sick, jury, bereavement, military, voting, personal, entrepreneurial, sabbatical/temporary assignment, security, investigative, administrative, community service, and search and rescue leave according to approved Laboratory schedules and/or as identified in the HROP. Only leave categories included in the HROP shall be allowable.

B. Sabbaticals/Temporary Assignments of Laboratory Employees to Other Institutions for Teaching and Research.

The Contractor shall be reimbursed for expenditures consistent with Laboratory policy arising out of an approved employee assignment to another institution for teaching and/or research if the assignment does not exceed one year.

C. Military Leave.

Military leave and associated pay is authorized in accordance with Contracting Officer approved policies, and/or State or Federal law.

D. Security Leave.

Wages or salaries paid to employees when access authorization is suspended by DOE will be allowable costs under the following conditions:

If a position which does not require access authorization is not available, the Laboratory Director or designee may place the employee on leave with pay at his or her base compensation until final disposition of the case. Leave with pay requires the Contracting Officer's concurrence that no position is available to which the employee might reasonably be transferred.

E. Temporary Domestic Assignment Allowances.

Temporary domestic assignment allowances shall be consistent with AL 2013-01 dated October 18, 2012 entitled "Contractor Domestic Extended Personnel Assignments," which may be revised from time to time, and Contractor policy consistent with the aforementioned AL.

6 EMPLOYEE TRAINING, EDUCATION, AND DEVELOPMENT

The Laboratory shall establish training, education and development programs that are consistent with DOE requirements and guidance, industry standards, and other Federal, State and local regulations. These programs shall ensure that employees are well-qualified and competent to manage facilities and meet mission requirements through administrative, professional and technical excellence.

Upon request, JSA agrees to develop a Training Plan which contains annual training objectives, planned training courses, and projected course attendance and cost, in accordance with the requirements in Appendix E.

The Laboratory Director or designee shall send a report to the Contracting Officer upon request providing the number of employees participating in training, education and development programs and the dollars spent.

A. Training

The Laboratory may permit selected employees to attend training classes while receiving full pay in order to enable them to acquire the needed skills to qualify them for more responsible jobs and maintain competence in their fields.

B. Education

The Laboratory may approve and support educational courses taken by employees, which serve to improve efficiency and productivity of Laboratory operations, increase needed skills, or prepare employees for increased responsibilities.

An employee or third party on behalf of an employee may be paid for tuition, required textbooks and fees for courses approved in advance by the Laboratory.

C. Development

The Contractor shall be reimbursed for the cost of development programs, including but not limited to, apprenticeship training, supervisory training, management development, career updating and redirection, and work-study and other programs supporting the development of staff in fields of interest to the Laboratory.

7 EMPLOYEE PROGRAMS

A. Awards Program

i. Service/Retirement/Non-Performance awards

The Contractor is authorized to provide monetary or non-monetary recognition for achievements not based on performance. Awards may include, for example, Length of Service/Retirement Recognition; Safety Awards; Suggestion Program. All full time and part-time Employees are eligible to participate in the service award program.

ii. Performance award programs

The Contractor may recognize employees or groups of employees who have distinguished themselves by their significant contributions and outstanding performance in the course of their work. Awards may be provided to employees or groups of employees in the form of cash. Additionally, noteworthy achievements and special efforts may be recognized by the presentation of plaques, certificates, and memorabilia.

iii. Cost

JSA may expend an amount not to exceed 0.15 percent (0.0015) per year of the laboratory's operating budget, for awards and other appropriate Employee recognition. All expenditures for awards will be approved by the Chief Operating Officer.

B. Cost of Health Services

The Contractor shall be reimbursed for the costs of operating a Health Unit for Laboratory employees, including but not limited to the following: Pre-employment physicals and other medical examinations required to meet Laboratory employment requirements, medical care for occupational injuries and to provide relief for minor physical complaints of employees while at the Laboratory, and health examinations provided as a health service for employees.

C. Other

- i. The Contractor may develop, administer and support a variety of employee programs. These programs may include athletic, cultural, and family activities. Participant fees may be collected to partially offset the cost of some or all of these activities. Appropriate facilities, utilities, and maintenance may be provided by the Laboratory. Entertainment costs, including costs of amusement, diversions, and social activities are unallowable, as well as directly related costs such as tickets, meals, lodging, rentals, transportation and gratuities.
- ii. Wellness program. Costs of a Wellness Program to promote employee health and fitness are allowable.

- iii. Employee Assistance Program. The Contractor shall (1) maintain a program of preventive services, education, short-term counseling, coordination with and referrals to outside agencies, and follow-up upon return to work that conforms to the requirements of 10 CFR 707.6, Employee Assistance, Education, and Training, and the Drug Free Workplace Act of 1988; (2) Submit for approval by the Contracting Officer any changes to the employee assistance program implementation plan; (3) Prepare and submit information to DOE concerning Employee Assistance Program services as requested by the Contracting Officer. Such reports shall not include individual identifiers.

8 COSTS OF RECRUITING PERSONNEL

A. The Contractor may incur costs for the recruitment of personnel, as follows:

- i. Costs of advertising and agency and consultant fees.
- ii. Recruiting Expenses - The Laboratory may reimburse, consistent with other provisions of this contract, employees traveling for recruiting purposes, the actual cost incurred for the following expenses: transportation, lodging, and meals for prospective employees and, when approved, for spouses or representatives of academic institutions, professional societies and other scientific organizations and incidental expenses incurred in recruiting.
- iii. New or prospective employees who have been offered and have accepted a position, and who are required to take a pre-placement physical examination, shall be reimbursed for costs of the physical examination.
- iv. Costs associated with pre-employment screening shall be allowable.

B. Recruitment/Retention Tools

- i. The Contractor may pay a sign-on bonus to recruit employees with critical skills.
- ii. An annual retention bonus is authorized to retain employees with critical skills or whose expertise is critical to the completion of a specific project.
- iii. The Contractor is authorized to provide service credit to critical skill new-hires for previous relevant experience at another DOE facility or external organization. Credited service may be used to establish eligibility for, or determine accrual of, service-based benefits (i.e., vacation accruals, vesting, or severance – unless severance has been paid for prior service as directed in Clause H. 18), in accordance with the contractor's policies.

9 REDUCTIONS IN CONTRACTOR EMPLOYMENT

Reductions in employment will be conducted in accordance with the contractor's CO-approved policies and practices and in accordance with applicable Departmental guidance on workforce restructuring, as revised from time to time.

A. Workforce Restructuring Actions

- i. The Contractor will notify or request approval of workforce restructuring actions in accordance with the following:

RESTRUCTURING ACTION	#EMPLOYEES POTENTIALLY IMPACTED	ACTION REQUIRED
Voluntary	100 + or more	CO Notification
Involuntary	100 + or more	CO Approval

- ii. The Contractor is only required to provide notification of Self-Select Voluntary Separation Programs (SSVSP) if consistent with the following parameters:

- A. In accordance with approved laboratory/contractor policies;
- B. No enhanced benefits (severance or pension);
- C. No backfilling (internally or externally) or re-employment of employees for a one-year period after severance is paid. If an employee is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the SSVSP. There is no backfilling where a separating employee is replaced by an internal candidate so long as:
 - i. The separating employee is leaving voluntarily;
 - ii. The internal replacement is a regular employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a post-doctoral program, etc.;
 - iii. The replacement results in a net reduction in headcount and costs of regular employees; and
 - iv. The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.
 - v. A business case is submitted 5 business days in advance of notification date that include maximum number of voluntary reductions, maximum dollars, positions/skills impacted; reasons reductions are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work, copy of self-select waivers, and communication plan; and
 - vi. Voluntary reductions are offered to all eligible employees in an operational unit (i.e., organization, direct/indirect category, etc.)

- D. Actions requiring approval will additionally require a workforce restructuring plan (Specific Plan) prepared in accordance with DOE policy.
- E. Approval actions shall be submitted a minimum of 10 business days prior to announcement to employees.
- F. The Contracting Officer will review and approve any Specific Plan or diversity analysis submitted for review affecting the reduction of 100 or more employees through an involuntary separation action within 10 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding any Specific Plan or diversity analysis, the Contractor will respond to such request within 3 business days.
- G. The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more contractor employees within a rolling 12-month period shall be submitted to the DOE site counsel, as applicable, prior to notification of employees selected for involuntary separation.
- H. Waivers or self-select forms that vary from those provided in DOE policy documents are subject to approval by DOE. The templates for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at: <http://www.energy.gov/gc/services/technology-transfer-and-procurement/office-assistant-general-counsel-labor-and-pension>.
- I. The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.
- J. Any employee who volunteers for layoff or retirement during a time period in which the Contractor has a DOE approved active reduction in force plan will be eligible for severance pay provided the termination is accepted by Laboratory management and results in the retention of an employee who otherwise would have been laid off.
 - i. If DOE approval is not required, severance may be paid to an employee who volunteers for layoff or retirement if contractor management has approved the restructuring action and the termination results in the retention of an employee who otherwise would be laid off.
 - ii. Severance is not payable to an employee who volunteers for layoff or retirement if the termination is not associated with a restructuring action approved and initiated by contractor management.
- iii. The Contractor, to the extent practicable, shall provide outplacement services in the forms of skills assessment and resume preparation to those employees who are involuntarily separated due to a layoff.

B. Displaced Worker Medical Benefit

Contractor employees who separate from employment through a workforce restructuring action, voluntarily or involuntarily (other than for cause), and who were eligible for medical insurance coverage under the contractor's plan at the time of separation from employment are eligible for medical coverage under the DOE Displaced Workers' Medical Benefits Program, provided they are not eligible for coverage under another plan, e.g., another

employer's group health plan, the contractor's Retiree Medical Plan, a spouse's medical plan, or Medicare, based on the following schedule:

- i. First Year: The Contractor's contribution for an active employee
- ii. Second Year: One half of the Contractor's COBRA premium
- iii. Third and subsequent years: Reasonable administrative costs that exceed the two percent administrative fee paid by the displaced worker.

Eligibility is determined in accordance with Departmental policy on workforce restructuring.

10 EMPLOYEE BENEFITS

A. Energy Employees' Occupational Illness Compensation Program Act (EEOICPA)

The Laboratory agrees to comply with requests for information, records, and other program requirements to ensure the orderly administration and adjudication of claims under the EEOICPA.

Rep Entity	Fund Code	Approp Year	Program	Legacy B&R	Object Class	Local Use	Project	WFO	Legacy Order Number	OCTADJ1-22 Beginning Uncosted Obs	Previous	Change	Revised	Total Available
472101	00500	2020	2924438	AT4030300	25400	0302546	0000000	0000000		242,167.00	0.00	0.00	0.00	242,167.00
Subtotal for Program Parent: C000840, AT0000000										242,167.00	0.00	0.00	0.00	242,167.00
		2022	2923652	FS1001000	25400	0000000	0000000	0000000		0.00	1,075,000.00	0.00	1,075,000.00	1,075,000.00
		2021	2923652	FS1001000	25400	0000000	0000000	0000000		73,191.00	0.00	0.00	0.00	73,191.00
		2020	2923652	FS1001000	25400	0000000	0000000	0000000		117,260.00	0.00	0.00	0.00	117,260.00
		2022	2923653	FS1002000	25400	0000000	0000000	0000000		0.00	446,000.00	0.00	446,000.00	446,000.00
		2021	2923653	FS1002000	25400	0000000	0000000	0000000		53,000.00	0.00	0.00	0.00	53,000.00
		2020	2923653	FS1002000	25400	0000000	0000000	0000000		716,256.00	0.00	0.00	0.00	716,256.00
		2022	2923655	FS1005000	25400	0000000	0000000	0000000		0.00	3,064,000.00	0.00	3,064,000.00	3,064,000.00
		2021	2923655	FS1005000	25400	0000000	0000000	0000000		48,269.00	0.00	0.00	0.00	48,269.00
		2022	2923656	FS1006000	25400	0000000	0000000	0000000		0.00	318,000.00	0.00	318,000.00	318,000.00
		2021	2923656	FS1006000	25400	0000000	0000000	0000000		2,420.00	0.00	0.00	0.00	2,420.00
		2022	2923657	FS1007000	25400	0000000	0000000	0000000		0.00	31,000.00	0.00	31,000.00	31,000.00
		2021	2923657	FS1007000	25400	0000000	0000000	0000000		2,055.00	0.00	0.00	0.00	2,055.00
		2022	2923658	FS1009000	25400	0000000	0000000	0000000		0.00	192,000.00	0.00	192,000.00	192,000.00
		2021	2923658	FS1009000	25400	0000000	0000000	0000000		4,824.71	0.00	0.00	0.00	4,824.71
Subtotal for Program Parent: C000984, FS1000000										1,017,275.71	5,126,000.00	0.00	5,126,000.00	6,143,275.71
		2022	2923720	KB0101021	25400	0000000	0000000	0000000		0.00	5,263,000.00	1,500,000.00	6,763,000.00	6,763,000.00
		2021	2923720	KB0101021	25400	0000000	0000000	0000000		2,731,673.00	0.00	0.00	0.00	2,731,673.00
		2022	2923721	KB0101022	25400	0000000	0000000	0000000		0.00	500,000.00	125,000.00	625,000.00	625,000.00
		2020	2923722	KB0101030	25400	0302546	0000000	0000000		242,167.00	0.00	0.00	0.00	242,167.00
		2022	2924154	KB0101052	25400	0000000	0000000	0000000		0.00	1,627,000.00	720,000.00	2,347,000.00	2,347,000.00
		2021	2924154	KB0101052	25400	0000000	0000000	0000000		2,067,070.00	0.00	0.00	0.00	2,067,070.00
		2020	2924154	KB0101052	25400	0000000	0000000	0000000		3,103,200.00	0.00	0.00	0.00	3,103,200.00
		2019	2924154	KB0101052	25400	0000000	0000000	0000000		559,415.00	0.00	0.00	0.00	559,415.00
		2019	2924498	KB0101062	25400	0000000	0000000	0000000		39,126.00	0.00	0.00	0.00	39,126.00
		2022	2923723	KB0102011	32003	0472476	0000000	0000000		0.00	1,052,000.00	0.00	1,052,000.00	1,052,000.00
		2022	2923723	KB0102011	31003	0000000	0000000	0000000		0.00	306,000.00	0.00	306,000.00	306,000.00
		2022	2923723	KB0102011	25400	0000000	0000000	0000000		0.00	82,836,000.00	2,500,000.00	85,336,000.00	85,336,000.00
		2022	2923723	KB0102011	32002	0472376	0000000	0000000		0.00	1,626,000.00	0.00	1,626,000.00	1,626,000.00
		2021	2923723	KB0102011	31003	0000000	0000000	0000000		306,000.00	0.00	0.00	0.00	306,000.00
		2021	2923723	KB0102011	25400	0000000	0000000	0000000		12,632,334.24	0.00	0.00	0.00	12,632,334.24
		2021	2923723	KB0102011	32003	0472476	0000000	0000000		338,542.00	0.00	0.00	0.00	338,542.00
		2021	2923723	KB0102011	32002	0472376	0000000	0000000		1,579,000.00	0.00	0.00	0.00	1,579,000.00
		2020	2923723	KB0102011	32002	0472376	0000000	0000000		3,960,517.00	0.00	0.00	0.00	3,960,517.00
		2020	2923723	KB0102011	31003	0000000	0000000	0000000		317,000.00	0.00	0.00	0.00	317,000.00
		2019	2923723	KB0102011	31003	0000000	0000000	0000000		256,315.00	0.00	0.00	0.00	256,315.00
		2022	2923724	KB0102012	25400	0000000	0000000	0000000		0.00	43,963,000.00	2,598,225.31	46,561,225.31	46,561,225.31
		2022	2923724	KB0102012	31003	0000000	0000000	0000000		0.00	3,444,000.00	0.00	3,444,000.00	3,444,000.00
		2021	2923724	KB0102012	31003	0000000	0000000	0000000		3,147,000.00	0.00	0.00	0.00	3,147,000.00
		2021	2923724	KB0102012	25400	0000000	0000000	0000000		5,769,971.00	0.00	0.00	0.00	5,769,971.00

2020	2923724	KB0102012	31003	0000000	0000000	0000000	2,633,902.00	0.00	0.00	0.00	2,633,902.00
2017	2923724	KB0102012	25400	0000000	0000000	0000000	0.00	0.00	640,668.00	640,668.00	640,668.00
2017	2923725	KB0102013	25400	0000000	0000000	0000000	640,668.00	0.00	-640,668.00	-640,668.00	0.00
2022	2925495	KB0102014	25400	0000000	0000000	0000000	0.00	2,000,000.00	0.00	2,000,000.00	2,000,000.00
2016	2923730	KB0181015	25400	0000000	0000000	0000000	157,000.00	0.00	0.00	0.00	157,000.00
2016	2923731	KB0181020	25400	0000000	0000000	0000000	264,441.00	0.00	0.00	0.00	264,441.00
2020	2925129	KB0202051	25400	0472476	0000000	0000000	138,650.00	0.00	0.00	0.00	138,650.00
2022	2925188	KB0203011	25400	0000000	0000000	0000000	0.00	6,045,930.00	0.00	6,045,930.00	6,045,930.00
2021	2925188	KB0203011	25400	0000000	0000000	0000000	2,676,919.00	0.00	0.00	0.00	2,676,919.00
2022	2923746	KB0301020	25400	0000000	0000000	0000000	0.00	5,632,000.00	0.00	5,632,000.00	5,632,000.00
2021	2923746	KB0301020	25400	0000000	0000000	0000000	2,229,144.00	0.00	0.00	0.00	2,229,144.00
2022	2923752	KB0301052	25400	0000000	0000000	0000000	0.00	602,600.00	0.00	602,600.00	602,600.00
2020	2923752	KB0301052	25400	0000000	0000000	0000000	83,535.00	0.00	0.00	0.00	83,535.00
2021	2925398	KB0301053	25400	0000000	0000000	0000000	135,000.00	0.00	0.00	0.00	135,000.00
2022	2924500	KB0301062	25400	0000000	0000000	0000000	0.00	140,000.00	25,000.00	165,000.00	165,000.00
2020	2924500	KB0301062	25400	0000000	0000000	0000000	70,000.00	0.00	0.00	0.00	70,000.00
2020	2925029	KB0405012	31003	0000000	0000000	0000000	939,851.00	0.00	0.00	0.00	939,851.00
2020	2925029	KB0405012	25400	0000000	0000000	0000000	18,484.00	0.00	0.00	0.00	18,484.00
2022	2925197	KB0406013	31003	0000000	0000000	0000000	0.00	5,000,000.00	0.00	5,000,000.00	5,000,000.00
2021	2925197	KB0406013	31003	0000000	0000000	0000000	3,725,545.00	0.00	0.00	0.00	3,725,545.00
2021	2925197	KB0406013	25400	0000000	0000000	0000000	14,561.00	0.00	0.00	0.00	14,561.00

Subtotal for Program Parent: C001009, KB0000000 ----- 50,777,030.24 160,037,530.00 7,468,225.31 167,505,755.31 218,282,785.55

2020	2924134	KJ0401010	25400	0302546	0000000	0000000	242,167.00	0.00	0.00	0.00	242,167.00
2022	2924476	KJ0403010	25400	0000000	0000000	0000000	0.00	678,100.00	0.00	678,100.00	678,100.00
2021	2924476	KJ0403010	25400	0000000	0000000	0000000	360,000.00	0.00	0.00	0.00	360,000.00

Financial Plan Number: 117

U.S. DEPARTMENT OF ENERGY
DOE AFP Local Financial Plan Report
Period Name: SEP-22
PO Number: OR23177
Fund Parent: ALL FUNDS
Fiscal Year: 2022
Reporting Entity:
Allottee:
Run Prior AFP Report?: N
Report Run Type: FINAL
Prior Financial Plan Run Code: OR23177-116 (26-AUG-2022 10:29:03)
Changes Only?: N
To Date:
Report Output Type: BEARS VERSION
Report Output: TEXT

Report Date: 27-SEP-22 13:42
Page: 2 of 7

Rep Entity	Fund Code	Approp Year	Program	Legacy B&R	Object Class	Local Use	Project	WFO	Legacy Order Number	OCTADJ1-22 Beginning Uncosted Obs	Previous	Change	Revised	Total Available
472101	00500	2021	2924476	KJ0403010	25400	0302695	0000000	0000000		1,122,469.00	0.00	0.00	0.00	1,122,469.00
		2020	2924476	KJ0403010	25400	0000000	0000000	0000000		179,105.00	0.00	0.00	0.00	179,105.00
		2022	2925412	KJ0501020	25400	0000000	0000000	0000000		0.00	0.00	1,930,000.00	1,930,000.00	1,930,000.00
Subtotal for Program Parent: C001018, KJ0000000										1,903,741.00	678,100.00	1,930,000.00	2,608,100.00	4,511,841.00
2022	2924406	KL1001000	25400	0000000	0000000	0000000	0000000	0000000		0.00	287,800.00	92,126.00	379,926.00	379,926.00
2021	2924406	KL1001000	25400	0000000	0000000	0000000	0000000	0000000		237,000.00	0.00	0.00	0.00	237,000.00
2020	2924406	KL1001000	25400	0000000	0000000	0000000	0000000	0000000		57,787.00	0.00	0.00	0.00	57,787.00
2022	2924407	KL1002000	25400	0000000	0000000	0000000	0000000	0000000		0.00	0.00	35,375.00	35,375.00	35,375.00
2021	2924407	KL1002000	25400	0000000	0000000	0000000	0000000	0000000		97,220.00	0.00	0.00	0.00	97,220.00
2015	2924411	KL1200000	25400	0000000	0000000	0000000	0000000	0000000		5,357.00	0.00	0.00	0.00	5,357.00
2022	2924414	KL1500000	25400	0000000	0000000	0000000	0000000	0000000		0.00	2,500.00	5,000.00	7,500.00	7,500.00
2021	2924414	KL1500000	25400	0000000	0000000	0000000	0000000	0000000		5,000.00	0.00	0.00	0.00	5,000.00
2017	2924414	KL1500000	25400	0000000	0000000	0000000	0000000	0000000		5,000.00	0.00	0.00	0.00	5,000.00
Subtotal for Program Parent: C001021, KL0000000										407,364.00	290,300.00	132,501.00	422,801.00	830,165.00

2015	2924205	KP1602010	25400	0000000	0000000	0000000	4,085.00	-4,085.00	0.00	-4,085.00	0.00
2020	2924212	KP1702010	25400	0302546	0000000	0000000	55,166.00	0.00	0.00	0.00	55,166.00
2020	2924214	KP1702030	25400	0302546	0000000	0000000	75,000.00	0.00	0.00	0.00	75,000.00
2020	2924219	KP1704021	25400	0302546	0000000	0000000	71,265.00	0.00	0.00	0.00	71,265.00
2020	2924220	KP1704031	25400	0302546	0000000	0000000	29,000.00	0.00	0.00	0.00	29,000.00
Subtotal for Program Parent: C001024, KP0000000							234,516.00	-4,085.00	0.00	-4,085.00	230,431.00
2020	2924327	KA2201090	25400	0302546	0000000	0000000	242,166.00	0.00	0.00	0.00	242,166.00
2022	2924366	KA2501012	25400	0000000	0000000	0000000	0.00	24,000.00	20,000.00	44,000.00	44,000.00
2021	2924366	KA2501012	25400	0000000	0000000	0000000	36,479.00	0.00	0.00	0.00	36,479.00
2020	2924366	KA2501012	25400	0000000	0000000	0000000	130,000.00	0.00	0.00	0.00	130,000.00
2019	2924366	KA2501012	25400	0000000	0000000	0000000	24,881.00	0.00	0.00	0.00	24,881.00
2022	2925070	KA2501015	25400	0000000	0000000	0000000	0.00	45,000.00	0.00	45,000.00	45,000.00
2021	2925070	KA2501015	25400	0000000	0000000	0000000	50,000.00	0.00	0.00	0.00	50,000.00
2021	2924380	KA2601020	25400	0000000	0000000	0000000	767,371.00	0.00	0.00	0.00	767,371.00
2020	2924380	KA2601020	25400	0000000	0000000	0000000	813,658.00	0.00	0.00	0.00	813,658.00
2019	2924380	KA2601020	25400	0000000	0000000	0000000	15,424.00	0.00	0.00	0.00	15,424.00
Subtotal for Program Parent: C002852, KA0000000							2,079,979.00	69,000.00	20,000.00	89,000.00	2,168,979.00
2020	2923769	KC0201011	25400	0302546	0000000	0000000	70,202.00	0.00	0.00	0.00	70,202.00
2020	2925000	KC0304031	25400	0302546	0000000	0000000	171,965.00	0.00	0.00	0.00	171,965.00
2022	2924305	KC0406021	25400	0302695	0000000	0000000	0.00	250,000.00	0.00	250,000.00	250,000.00
2021	2924305	KC0406021	25400	0000000	0000000	0000000	56,376.00	0.00	0.00	0.00	56,376.00
2021	2924305	KC0406021	25400	0302695	0000000	0000000	250,000.00	0.00	0.00	0.00	250,000.00
Subtotal for Program Parent: C002853, KC0000000							548,543.00	250,000.00	0.00	250,000.00	798,543.00
2022	2924416	KG0701000	32002	0000000	0000000	0000000	0.00	1,150,000.00	0.00	1,150,000.00	1,150,000.00
2021	2924416	KG0701000	32002	0000000	0000000	0000000	576,000.00	0.00	0.00	0.00	576,000.00
2020	2924416	KG0701000	32002	0000000	0000000	0000000	5,200,000.00	0.00	0.00	0.00	5,200,000.00
2017	2924416	KG0701000	32002	0000000	0000000	0000000	65,921.00	0.00	0.00	0.00	65,921.00
Subtotal for Program Parent: C002925, KG0700000							5,841,921.00	1,150,000.00	0.00	1,150,000.00	6,991,921.00
2022	2925036	39KB95030PRN20SC52000	32001	0000000	0000000	0000000	0.00	5,000,000.00	0.00	5,000,000.00	5,000,000.00
2021	2925036	39KB95030PRN20SC52000	32001	0000000	0000000	0000000	1,320,000.00	0.00	0.00	0.00	1,320,000.00
Subtotal for Program Parent: C003254, 39KB00000							1,320,000.00	5,000,000.00	0.00	5,000,000.00	6,320,000.00
2022	2925039	39KG95080PRN20SC73000	32001	0000000	0000000	0000000	0.00	10,000,000.00	0.00	10,000,000.00	10,000,000.00
2021	2925039	39KG95080PRN20SC73000	32001	0000000	0000000	0000000	689,738.00	0.00	0.00	0.00	689,738.00
Subtotal for Program Parent: C003257, 39KG00000							689,738.00	10,000,000.00	0.00	10,000,000.00	10,689,738.00
2022	2925416	KW0101020	25400	0000000	0000000	0000000	0.00	0.00	461,000.00	461,000.00	461,000.00

Financial Plan Number: 117

U.S. DEPARTMENT OF ENERGY
 DOE AFP Local Financial Plan Report
 Period Name: SEP-22
 PO Number: OR23177
 Fund Parent: ALL FUNDS
 Fiscal Year: 2022
 Reporting Entity:
 Allottee:
 Run Prior AFP Report?: N
 Report Run Type: FINAL
 Prior Financial Plan Run Code: OR23177-116 (26-AUG-2022 10:29:03)
 Changes Only?: N
 To Date:
 Report Output Type: BEARS VERSION

Report Date: 27-SEP-22 13:42
 Page: 3 of 7

Report Output: TEXT

Rep Entity	Fund Code	Approp Year	Program	Legacy B&R	Object Class	Local Use	Project	WFO	Legacy Order Number	OCTADJ1-22 Beginning Uncosted Obs	Previous	Change	Revised	Total Available
472101	00500	Subtotal for Program Parent: C003358, KW0000000								0.00	0.00	461,000.00	461,000.00	461,000.00
		2022	2925401	39KG95200PRN22SC72000	32001	0000000	0000000	0000000		0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
		Subtotal for Program Parent: C003360, 39KG95200								0.00	1,000,000.00	0.00	1,000,000.00	1,000,000.00
Subtotal for Fund: 00500										65,062,274.95	183,596,845.00	10,011,726.31	193,608,571.31	258,670,846.26
00510	2022	7400168	453065021		25400	0000000	0000000	0560318	ORJSA2022S001	0.00	40,000.00	0.00	40,000.00	40,000.00
	2022	7400168	453065021		25400	0000000	0000000	0560353	ORJSA2022S002	0.00	50,000.00	0.00	50,000.00	50,000.00
	2022	7400168	453065021		25400	0000000	0000000	0560369	ORJSA2021S011	0.00	60,750.00	20,250.00	81,000.00	81,000.00
	2022	7400168	453065021		25400	0000000	0000000	0560405	ORJSA2022S004	0.00	20,000.00	0.00	20,000.00	20,000.00
	2022	7400168	453065021		25400	0000000	0000000	0560297	ORJSA2021S010	0.00	29,300.00	0.00	29,300.00	29,300.00
	2022	7400168	453065021		25400	0000000	0000000	0519758	ORJSA2019S001	0.00	12,500.00	0.00	12,500.00	12,500.00
	2022	7400168	453065021		25400	0000000	0000000	0560349	ORJSA2022S003	0.00	43,971.32	0.00	43,971.32	43,971.32
	2022	7400168	453065021		25400	0000000	0000000	0522684	ORJSA2020S013	0.00	15,000.00	0.00	15,000.00	15,000.00
	2022	7400168	453065021		25400	0000000	0000000	0518172	ORJSA2018S005	0.00	103,702.50	0.00	103,702.50	103,702.50
	2022	7400168	453065021		25400	0000000	0000000	0560031	JSA-2020S014	0.00	74,647.69	0.00	74,647.69	74,647.69
	2021	7400168	453065021		25400	0000000	0000000	0522684	ORJSA2020S013	50,528.00	0.00	0.00	0.00	50,528.00
	2021	7400168	453065021		25400	0000000	0000000	0560081	ORJSA2021S007	909.00	-909.00	0.00	-909.00	0.00
	2021	7400168	453065021		25400	0000000	0000000	0522614	ORJSA2020S010	91,834.37	0.00	0.00	0.00	91,834.37
	2021	7400168	453065021		25400	0000000	0000000	0522586	ORJSA2020S009	93,519.00	0.00	0.00	0.00	93,519.00
	2021	7400168	453065021		25400	0000000	0000000	0560167	ORJSA2021S009	30,000.00	0.00	0.00	0.00	30,000.00
	2021	7400168	453065021		25400	0000000	0000000	0518172	ORJSA2018S005	42,994.50	0.00	0.00	0.00	42,994.50
	2021	7400168	453065021		25400	0000000	0000000	0560031	JSA-2020S014	109,570.51	0.00	0.00	0.00	109,570.51
	2020	7400168	453065021		25400	0000000	0000000	0522504	ORJSA2020S005	1,127.33	-1,127.33	0.00	-1,127.33	0.00
	2020	7400168	453065021		25400	0000000	0000000	0522614	ORJSA2020S010	44,590.63	0.00	0.00	0.00	44,590.63
	2020	7400168	453065021		25400	0000000	0000000	0521959	ORJSA2019S002	429,574.62	0.00	0.00	0.00	429,574.62
	2020	7400168	453065021		25400	0000000	0000000	0519758	ORJSA2019S001	208.00	0.00	0.00	0.00	208.00
	2020	7400168	453065021		25400	0000000	0000000	0521524	ORJSA2019S010	92,395.48	0.00	0.00	0.00	92,395.48
	2020	7400168	453065021		25400	0000000	0000000	0522551	ORJSA2020S007	1,607.00	0.00	0.00	0.00	1,607.00
	2020	7400168	453065021		25400	0000000	0000000	0522586	ORJSA2020S009	55,499.00	0.00	0.00	0.00	55,499.00
	2020	7400168	453065021		25400	0000000	0000000	0520980	ORJSA2019S003	512.00	-512.00	0.00	-512.00	0.00
	2020	7400168	453065021		25400	0000000	0000000	0522507	ORJSA2020S006	1,918.16	-1,918.16	0.00	-1,918.16	0.00
	2019	7400168	453065021		25400	0000000	0000000	0520039	ORJSA15SCERN2	3,537.27	0.00	0.00	0.00	3,537.27
	2019	7400168	453065021		25400	0000000	0000000	0520419	ORJSA2018S011	21,608.45	-21,608.45	0.00	-21,608.45	0.00
	2019	7400168	453065021		25400	0000000	0000000	0511095	ORJSA2015S003	8,839.55	-8,839.55	0.00	-8,839.55	0.00
	2018	7400168	453065021		25400	0000000	0000000	0512244	ORJSA2016S004	171.00	0.00	0.00	0.00	171.00
	2018	7400168	453065021		25400	0000000	0000000	0518960	ORJSA2018S007	24.00	-24.00	0.00	-24.00	0.00
	2016	7400168	453065021		25400	0000000	0000000	0511364	ORJSA2013S018	2,084.00	-2,084.00	0.00	-2,084.00	0.00
Subtotal for Program Parent: C003017, 453000000										1,083,051.87	412,849.02	20,250.00	433,099.02	1,516,150.89
Subtotal for Fund: 00510										1,083,051.87	412,849.02	20,250.00	433,099.02	1,516,150.89
00511	2014	1720575	600303000		25400	0000000	0000000	0509161	ORJSA2011W014B	91,155.00	0.00	0.00	0.00	91,155.00
	2012	1720575	600303000		25400	0000000	0000000	0502366	ORJSA-2011W014A	3,047.00	0.00	0.00	0.00	3,047.00
	2011	1720575	600303000		25400	0000000	0000000	0499478	ORJSA-2011W014	267.00	-267.00	0.00	-267.00	0.00
	2015	1720577	600305000		25400	0000000	0000000	0507633	ORJSA2014W011	1,557.00	0.00	0.00	0.00	1,557.00
Subtotal for Program Parent: C000737, 600000000										96,026.00	-267.00	0.00	-267.00	95,759.00
	2022	7400113	453060031		25400	0000000	0000000	0560076	ORJSA2021W006	0.00	15,000.00	0.00	15,000.00	15,000.00
	2021	7400113	453060031		25400	0000000	0000000	0560076	ORJSA2021W006	7,061.00	0.00	0.00	0.00	7,061.00
	2019	7400113	453060031		25400	0000000	0000000	0521274	ORJSA2019W004	279.00	-279.00	0.00	-279.00	0.00

2022	7400116	453060034	25400	0000000	0000000	0502366	ORJSA-2011W014A	0.00	650,000.00	0.00	650,000.00	650,000.00
2021	7400116	453060034	25400	0000000	0000000	0522438	ORJSA2020W003	32,500.00	0.00	0.00	0.00	32,500.00
2021	7400116	453060034	25400	0000000	0000000	0560152	ORJSA2011W014C	1,500,000.00	0.00	0.00	0.00	1,500,000.00
2021	7400116	453060034	25400	0000000	0000000	0502366	ORJSA-2011W014A	364,000.00	0.00	0.00	0.00	364,000.00
2020	7400116	453060034	25400	0000000	0000000	0522438	ORJSA2020W003	2,258.00	0.00	0.00	0.00	2,258.00
2020	7400116	453060034	25400	0000000	0000000	0502366	ORJSA-2011W014A	939,800.00	0.00	0.00	0.00	939,800.00
2019	7400116	453060034	25400	0000000	0000000	0502366	ORJSA-2011W014A	108,841.59	0.00	0.00	0.00	108,841.59
2018	7400116	453060034	25400	0000000	0000000	0509161	ORJSA2011W014B	43,564.00	0.00	0.00	0.00	43,564.00
2021	7400118	453060036	25400	0000000	0000000	0507633	ORJSA2014W011	20,699.00	0.00	0.00	0.00	20,699.00

Subtotal for Program Parent: C003017, 453000000 3,019,002.59 664,721.00 0.00 664,721.00 3,683,723.59

Financial Plan Number: 117

U.S. DEPARTMENT OF ENERGY
 DOE AFP Local Financial Plan Report
 Period Name: SEP-22
 PO Number: OR23177
 Fund Parent: ALL FUNDS
 Fiscal Year: 2022
 Reporting Entity:
 Allottee:
 Run Prior AFP Report?: N
 Report Run Type: FINAL
 Prior Financial Plan Run Code: OR23177-116 (26-AUG-2022 10:29:03)
 Changes Only?: N
 To Date:
 Report Output Type: BEARS VERSION
 Report Output: TEXT

Report Date: 27-SEP-22 13:42
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Rep Entity	Fund Code	Approp Year	Program	Legacy B&R	Object Class	Local Use	Project	WFO	Legacy Order Number	OCTADJ1-22 Beginning Uncosted Obs	Previous	Change	Revised	Total Available
472101	00511	Subtotal for Fund: 00511												
	00530	2021	2924401	KX0314000	25400	0800033	0000000	0000000		2,566.00	0.00	0.00	0.00	2,566.00
		Subtotal for Program Parent: C002854, KX0000000												
		Subtotal for Fund: 00530												
00532	2021	2923652	FS1001000		25400	0000000	0000000	0000000		676,992.00	0.00	0.00	0.00	676,992.00
	2021	2923653	FS1002000		25400	0000000	0000000	0000000		102,052.00	0.00	0.00	0.00	102,052.00
	2021	2923655	FS1005000		25400	0000000	0000000	0000000		723,912.00	0.00	0.00	0.00	723,912.00
	2021	2923656	FS1006000		25400	0000000	0000000	0000000		65,410.00	0.00	0.00	0.00	65,410.00
	2021	2923657	FS1007000		25400	0000000	0000000	0000000		27,969.00	0.00	0.00	0.00	27,969.00
	2021	2923658	FS1009000		25400	0000000	0000000	0000000		42,490.00	0.00	0.00	0.00	42,490.00
		Subtotal for Program Parent: C000984, FS1000000												
	2021	2924500	KB0301062		25400	0302699	0000000	0000000		140,000.00	0.00	0.00	0.00	140,000.00
		Subtotal for Program Parent: C001009, KB0000000												
		Subtotal for Fund: 00532												
00534	2022	2924401	KX0314000		25400	0800033	0000000	0000000		0.00	16,000.00	4,386.86	20,386.86	20,386.86
		Subtotal for Program Parent: C002854, KX0000000												

Subtotal for Fund: 00534								0.00	16,000.00	4,386.86	20,386.86	20,386.86	
00674	2018	4500001	TT1020010	25400	0000000	0000000	0000000	5,708.00	-5,708.00	0.00	-5,708.00	0.00	
Subtotal for Program Parent: C003093, TT000000								5,708.00	-5,708.00	0.00	-5,708.00	0.00	
Subtotal for Fund: 00674								5,708.00	-5,708.00	0.00	-5,708.00	0.00	
00900	2022	2223275	MB0515010	25400	0000000	0000000	0000000	0.00	80,000.00	0.00	80,000.00	80,000.00	
Subtotal for Program Parent: C003333, MB0515000								0.00	80,000.00	0.00	80,000.00	80,000.00	
Subtotal for Fund: 00900								0.00	80,000.00	0.00	80,000.00	80,000.00	
00922	2022	1721310	YN1901000	25400	0000000	0000000	0515683	ORNL 4400000615-00002	0.00	66,996.51	0.00	66,996.51	66,996.51
	2022	1721310	YN1901000	25400	0000000	0000000	0515978	AUTH SNS PPU PNNL 586252 LYNME PE1 Support FY22	0.00	125,300.00	0.00	125,300.00	125,300.00
	2022	1721310	YN1901000	25400	0000000	0000000	0515911	PNNL 577342 JSA ASCR	0.00	80,000.00	0.00	80,000.00	80,000.00
	2022	1721310	YN1901000	25400	0000000	0000000	0582042	ORNL 4400000757-00001 JSA CAVITY WORK	0.00	30,000.00	0.00	30,000.00	30,000.00
	2022	1721310	YN1901000	25400	0000000	0000000	0582026	SLAC 215058 AUTH JSA COMMISSIONING FY22	0.00	203,000.00	0.00	203,000.00	203,000.00
	2022	1721310	YN1901000	25400	0000000	0000000	0582076	ORNL 4400000772 ECP ASCR	0.00	0.00	437,362.50	437,362.50	437,362.50
	2022	1721310	YN1901000	25400	0000000	0000000	0515518	SLAC 183676 SRF Cavities for LCLS-II HE	0.00	6,000,000.00	0.00	6,000,000.00	6,000,000.00
	2022	1721310	YN1901000	25400	0000000	0000000	0515648	FERMI HL-LHC ACCELERATOR 654726	0.00	486,390.32	0.00	486,390.32	486,390.32
	2022	1721310	YN1901000	25400	0000000	0000000	0515999	ORNL AUTH 4400000724- 00001 PPU	0.00	1,100,000.00	0.00	1,100,000.00	1,100,000.00
	2021	1721310	YN1901000	25400	0000000	0000000	0515901	ORNL 4400000615-00004 JSA PPU	2,006,231.00	0.00	0.00	0.00	2,006,231.00
	2021	1721310	YN1901000	25400	0000000	0000000	0515868	SLAC AUTH 208768 JLAB LCLSII JLAB Cryo	249,813.00	0.00	0.00	0.00	249,813.00

Financial Plan Number: 117

U.S. DEPARTMENT OF ENERGY
DOE AFP Local Financial Plan Report
Period Name: SEP-22
PO Number: OR23177
Fund Parent: ALL FUNDS
Fiscal Year: 2022
Reporting Entity:
Allottee:
Run Prior AFP Report?: N
Report Run Type: FINAL
Prior Financial Plan Run Code: OR23177-116 (26-AUG-2022 10:29:03)
Changes Only?: N
To Date:
Report Output Type: BEARS VERSION
Report Output: TEXT

Report Date: 27-SEP-22 13:42
Page: 5 of 7

Rep Entity	Fund Code	Approp Year	Program	Legacy B&R	Object Class	Local Use	Project	WFO	Legacy Order Number	OCTADJ1-22 Beginning Uncosted Obs	Previous	Change	Revised	Total Available
472101	00922	2021	1721310	YN1901000	25400	0000000	0000000	0515754	FERMI AUTH 663663 JLAB PIP-II LLRF	130,036.00	0.00	0.00	0.00	130,036.00
		2021	1721310	YN1901000	25400	0000000	0000000	0515911	PNNL 577342 JSA ASCR	33,482.00	0.00	0.00	0.00	33,482.00
		2021	1721310	YN1901000	25400	0000000	0000000	0515978	PNNL 586252 LYNME PE1 Support FY22	14,000.00	0.00	0.00	0.00	14,000.00
		2021	1721310	YN1901000	25400	0000000	0000000	0515648	FERMI HL-LHC ACCELERATOR 654726	254,543.72	0.00	0.00	0.00	254,543.72

2021	1721310	YN1901000		25400	0000000	0000000	0515493	BROOKHAVEN 340638 eRD22 R&D	15,181.37	0.00	0.00	0.00	15,181.37
2021	1721310	YN1901000		25400	0000000	0000000	0515972	SLAC214661	234,237.00	0.00	0.00	0.00	234,237.00
2021	1721310	YN1901000		25400	0000000	0000000	0515501	BROOKHAVEN 342230 EIC R&D Research	9,710.00	0.00	0.00	0.00	9,710.00
2021	1721310	YN1901000		25400	0000000	0000000	0515503	ORNL 4400000581 ECP ASCR	842,946.00	0.00	0.00	0.00	842,946.00
2021	1721310	YN1901000		25400	0000000	0000000	0515518	SLAC 183676 SRF Cavities for LCLS-II HE	52,933.00	0.00	0.00	0.00	52,933.00
2021	1721310	YN1901000		25400	0000000	0000000	0515825	PNML 540640 AUTH DR FAST SUPPORT	5,376.00	-455.00	0.00	-455.00	4,921.00
2020	1721310	YN1901000		25400	0000000	0000000	0515684	ORNL 4400000615-00003 AUTH SNS PPU	5,047,099.00	0.00	0.00	0.00	5,047,099.00
2020	1721310	YN1901000		25400	0000000	0000000	0506426	ORSLAC 125201 LCLS-II CRYMODULE	516,000.00	-516,000.00	0.00	-516,000.00	0.00
2020	1721310	YN1901000		25400	0000000	0000000	0515501	BROOKHAVEN 342230 EIC R&D Research	3,121.00	0.00	0.00	0.00	3,121.00
2020	1721310	YN1901000		25400	0000000	0000000	0515493	BROOKHAVEN 340638 eRD22 R&D	17,133.00	0.00	0.00	0.00	17,133.00
2020	1721310	YN1901000		25400	0000000	0000000	0515503	ORNL 4400000581 ECP ASCR	31,799.50	0.00	0.00	0.00	31,799.50
2020	1721310	YN1901000		25400	0000000	0000000	0515518	SLAC 183676 SRF Cavities for LCLS-II HE	5,931,206.04	0.00	0.00	0.00	5,931,206.04
2020	1721310	YN1901000		25400	0000000	0000000	0515821	FERMI 671276 CYRO PROJECT	314,984.00	0.00	0.00	0.00	314,984.00
2020	1721310	YN1901000		25400	0000000	0000000	0515754	FERMI AUTH 663663 JLAB PIP-II LLRF	39,473.59	0.00	0.00	0.00	39,473.59
2019	1721310	YN1901000		25400	0000000	0000000	0515500	FERMI 641343 CAVITIES IMPROVEMENTS	50,000.00	0.00	0.00	0.00	50,000.00
2019	1721310	YN1901000		25400	0000000	0000000	0515535	ORNL AUTH SNS Proton Power Upgrade	66,996.51	-66,996.51	0.00	-66,996.51	0.00
2019	1721310	YN1901000		25400	0000000	0000000	0515683	ORNL 4400000615-00002 AUTH SNS PPU	950,289.00	0.00	0.00	0.00	950,289.00
2019	1721310	YN1901000		25400	0000000	0000000	0506426	ORSLAC 125201 LCLS-II CRYMODULE	529,432.00	-529,432.00	0.00	-529,432.00	0.00
2018	1721310	YN1901000		25400	0000000	0000000	0515500	FERMI 641343 CAVITIES IMPROVEMENTS	1,215.00	0.00	0.00	0.00	1,215.00
2013	1721310	YN1901000		25102	0471981	0000000	0504378	ORNL AUTH JLAB ENGINEERING CONSULTING	11,872.00	0.00	0.00	0.00	11,872.00
Subtotal for Program Parent: C001129, YN1900000									17,359,109.73	6,978,803.32	437,362.50	7,416,165.82	24,775,275.55
Subtotal for Fund: 00922									17,359,109.73	6,978,803.32	437,362.50	7,416,165.82	24,775,275.55
02300	2020	2720715	ST5001030	25400	0000000	0000000	0000000		13,220.00	-13,220.00	0.00	-13,220.00	0.00
Subtotal for Program Parent: C001087, ST0000000									13,220.00	-13,220.00	0.00	-13,220.00	0.00
Subtotal for Fund: 02300									13,220.00	-13,220.00	0.00	-13,220.00	0.00
05450	2022	1004222	BT0400000	25400	0000000	1024001	0000000		0.00	0.00	36,000.00	36,000.00	36,000.00
Subtotal for Program Parent: C000848, BT0000000									0.00	0.00	36,000.00	36,000.00	36,000.00
2022	1005746	GT0303000		25400	0000000	1024004	0000000		0.00	0.00	84,700.00	84,700.00	84,700.00
Subtotal for Program Parent: C002910, GT0000000									0.00	0.00	84,700.00	84,700.00	84,700.00
2022	1005760	SL0502000		25400	0000000	1024003	0000000		0.00	0.00	16,960.00	16,960.00	16,960.00

Rep Entity	Fund Code	Approp Year	Program	Legacy B&R	Object Class	Local Use	Project	WFO	Legacy Order Number	OCTADJ1-22 Beginning Uncosted Obs	Previous	Change	Revised	Total Available
472101	05450									0.00	0.00	16,960.00	16,960.00	16,960.00
			Subtotal for Program Parent: C002911, SL0000000											
			Subtotal for Fund: 05450											
	07060	2019	4500001	TT1020010	25400	0000000	0000000	0000000		11,743.00	0.00	0.00	0.00	11,743.00
			Subtotal for Program Parent: C003093, TT0000000											
			Subtotal for Fund: 07060											
	07070	2020	4500001	TT1020010	25400	0000000	0000000	0000000		16,072.00	0.00	0.00	0.00	16,072.00
			Subtotal for Program Parent: C003093, TT0000000											
			Subtotal for Fund: 07070											
	07105	2021	4500007	TT1020030	25400	0000000	0000000	0000000		38,247.00	0.00	0.00	0.00	38,247.00
			Subtotal for Program Parent: C003093, TT0000000											
			Subtotal for Fund: 07105											
	07300	2022	4500019	TT2020031	25400	0000000	0000000	0000000		0.00	42,589.00	0.00	42,589.00	42,589.00
			Subtotal for Program Parent: C003539, TT2000000											
			Subtotal for Fund: 07300											
	07700	2022	2925188	KB0203011	25400	0000000	0000000	0000000		0.00	0.00	1,000,000.00	1,000,000.00	1,000,000.00
		2022	2925197	KB0406013	31003	0000000	0000000	0000000		0.00	0.00	31,100,000.00	31,100,000.00	31,100,000.00
		2022	2925197	KB0406013	25400	0000000	0000000	0000000		0.00	0.00	120,000.00	120,000.00	120,000.00
			Subtotal for Program Parent: C001009, KB0000000											
		2022	2924416	KG0701000	32002	0000000	0000000	0000000		0.00	0.00	2,250,000.00	2,250,000.00	2,250,000.00

Subtotal for Program Parent: C002925, KG0700000							0.00	0.00	2,250,000.00	2,250,000.00	2,250,000.00
2022	2925036	39KB95030PRN20SC52000	32001	0000000	0000000	0000000	0.00	0.00	32,060,000.00	32,060,000.00	32,060,000.00
Subtotal for Program Parent: C003254, 39KB00000							0.00	0.00	32,060,000.00	32,060,000.00	32,060,000.00
2022	2925039	39KG95080PRN20SC73000	32001	0000000	0000000	0000000	0.00	0.00	10,000,000.00	10,000,000.00	10,000,000.00
Subtotal for Program Parent: C003257, 39KG00000							0.00	0.00	10,000,000.00	10,000,000.00	10,000,000.00
Subtotal for Fund: 07700							0.00	0.00	76,530,000.00	76,530,000.00	76,530,000.00

Subtotal for Reporting Entity: 472101

88,485,846.14 191,772,612.34 87,141,385.67 278,913,998.01 367,399,844.15

Financial Plan Number: 117

U.S. DEPARTMENT OF ENERGY
 DOE AFP Local Financial Plan Report
 Period Name: SEP-22
 PO Number: OR23177
 Fund Parent: ALL FUNDS
 Fiscal Year: 2022
 Reporting Entity:
 Allottee:
 Run Prior AFP Report?: N
 Report Run Type: FINAL
 Prior Financial Plan Run Code: OR23177-116 (26-AUG-2022 10:29:03)
 Changes Only?: N
 To Date:
 Report Output Type: BEARS VERSION
 Report Output: TEXT

Report Date: 27-SEP-22 13:42
 Page: 7 of 7

Rep Entity	Fund Code	Approp Year	Legacy Program B&R	Object Class	Local Use	Project	WFO	Legacy Order Number	OCTADJ1-22 Beginning Uncosted Obs	Previous	Change	Revised	Total Available
Grand Total:									88,485,846.14	191,772,612.34	87,141,385.67	278,913,998.01	367,399,844.15

Agency Sub-Report

Agency	Obligation Change Amount
Work for Others Funds Associated with Federal Agencies:	0.00
Total DOE Funds:	86,683,773.17
Total Non-Appropriated Funds:	457,612.50

Grand Total:

87,141,385.67

TAS Sub-Report

DOE Funding:
Reimbursable Funding:

08922/270222

*** End of Report ***