

ATTACHMENT J.16

APPENDIX P

**ADVANCE UNDERSTANDINGS REGARDING IMPLEMENTATION
OF DESIGNATED CONTRACT CLAUSES AND DIRECTIVES**

**Applicable to the Operation of
Ernest Orlando Lawrence Berkeley National Laboratory**

Contract No. DE-AC02-05CH11231

Appendix P

ADVANCE UNDERSTANDINGS REGARDING IMPLEMENTATION OF DESIGNATED CONTRACT CLAUSES AND DIRECTIVES

Pursuant to Clause H.47, “Implementation of Designated Contract Clauses”, this Appendix sets forth advance understandings of the Parties regarding implementation of contract clauses referenced herein with requirements under the Contract for the management of Ernest Orlando Lawrence Berkeley National Laboratory.

1. Clause I.125 DEAR 952.235-71 Research Misconduct (July 2005)

The Contracting Officer has accepted the Contractor’s Research Misconduct policy (RPM 2.05 I) (revised February 28, 2008) as an appropriate implementation of the requirements of DEAR 952.235-71 – Research Misconduct. Amendments to the policy will be submitted to the Contracting Officer for review to determine continued compliance with DEAR 952.235-71 – Research Misconduct.

2. Clause I.124 DEAR 952.204-77 Computer Security (August 2006)

For purposes of this Contract, the term “writing”, “written”, and “written records” as used in DEAR 952.204-77 Computer Security (August 2006) is understood to include an electronic record demonstrating that, as a condition of receiving a password to gain access to a DOE computer, a user has accepted the terms of use required by 10 CFR 727 for the user; such acceptance shall be for the user and any other person with whom the password is shared by the user regardless of whether such sharing is prohibited by the terms of use.

3. DOE O 221.2A - COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL

In accordance with Section 6 of DOE O 221.2A “Cooperation With The Office Of Inspector General”, the requirement of employee cooperation with the Office of Inspector General does not abrogate an employee’s individual constitutional rights. The Contractor will not be deemed to have breached this Contract if it advises an employee regarding the constitutional rights she or he may have with regard to a request by a representative of the Office of Inspector General for an interview with, briefing by, or an affidavit or sworn statement from, the employee. Nor is the Contractor required under this Contract to take an adverse action against an employee who exercises his or her constitutional rights in conjunction with such a request by a representative of the Office of Inspector General.

4. Clause I.78 DEAR 970.5203-3 Contractor's Organization (DEC 2000)

Paragraph (d) incorporates by reference 48CFR970.0371, *conduct of employees of DOE management and operating contractors*. DEAR 970.0371-8, employee disclosure concerning other employment services, specifically, 970-0371-8(b): "The contractor shall provide a copy of all disclosures to the contracting officer."

The parties hereby establish the understanding that (1) LBNL will provide DOE with disclosures in cases where a conflict of interest has been identified that requires management and otherwise (2) disclosures will be made available to DOE upon request.

5. Clause H.30 Contractor Assurance System.

In implementing this clause the parties agree on the following:

- a. In paragraph (a) the term "Board of Directors" shall mean the "LBNL Contract Assurance Council".
- b. In paragraph (a) the term "throughout the Contractor's organization" shall mean those portions of the University operations that are subject to contract DE-AC02-05CH11231, alternatively - "the Laboratory".

6. Clause I.141 – FAR 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007).

In implementing this clause the parties agree on the following:

- a. Lawrence Berkeley National Laboratory (LBNL) is an unclassified facility, however, the Laboratory Director and certain staff members have personal security clearance to receive information and participate in classified meetings at other facilities. Clause I.128 will apply only to those LBNL personnel who do hold a personal security clearance and receive the federal credential referenced in this clause.