

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0847	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Berkeley Site Office U.S. Department of Energy One Cyclotron Rd., MS90-1023 Berkeley CA 94720	CODE 06008	7. ADMINISTERED BY (if other than Item 6) Berkeley Site Office U.S. Department of Energy One Cyclotron Rd., MS90-1023 Berkeley CA 94720	CODE 06008

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) REGENTS OF THE UNIVERSITY OF CALIFORNIA, THE Attn: RICK M. INADA C/O OFFICE OF SPONSORED PROJECTS AND INDUSTRY 1 CYCLOTRON RD MS 971-SP BERKELEY CA 947208047		(x) 9A. AMENDMENT OF SOLICITATION NO.
CODE 078576738 FACILITY CODE		9B. DATED (SEE ITEM 11)
		X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-05CH11231
		10B. DATED (SEE ITEM 13) 04/19/2005

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 telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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


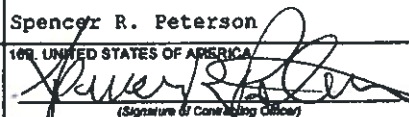
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)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

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.)

Tax ID Number: 94-2951741
DUNS Number: 078576738
TAS::89 0222:: The purpose of this modification is to update Appendix P by clarifying the parties understanding of DOE O 522.1- Pricing of Departmental Materials and Services and Clause H.49 - Conference Spending Consolidated and Further Continuing Appropriations Act, 2013 for Management and Operating Contracts (MAY 2013). Attached is a conformed copy of Section J, Appendix P.
LIST OF CHANGES:
Reason for Modification : Other Administrative Action
Total Amount for this Modification: \$0.00
New Total Amount for this Version: \$0.00
Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Ray Miskelley, Executive Director Contracts, Business, & Finance	15A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Spencer R. Peterson
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 8/21/13
15D. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	15E. DATE SIGNED 8/22/13

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC02-05CH11231/0847

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NAME OF OFFEROR OR CONTRACTOR
REGENTS OF THE UNIVERSITY OF CALIFORNIA, THE

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	New Total Amount for this Award: \$6,259,739,524.95 Payment: Payment - Direct Payment from U.S. Dept of Treasury Period of Performance: 06/01/2005 to 05/31/2015				

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 (JAN 2011).

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.141 will apply only to those LBNL personnel who do hold a personal security clearance and receive the federal credential referenced in this clause.

7. DOE O 522.1 – Pricing of Departmental Materials and Services

In accordance with page 1, paragraph 2.1 of DOE Order 522.1, Attachment 2 (Contractor Requirements Document), Pricing of Departmental Materials and Services, the prohibition for depreciation and imputed interest charges to non-DOE entities is applicable to DOE owned assets and does not apply to university owned assets deployed for performance of work under this contract.

8. Clause H.49 – Conference Spending Consolidated and Further Continuing Appropriations Act, 2013 for Management and Operating Contracts (MAY 2013)

In implementing this Clause the parties agree as follows:

- (1) With respect to paragraph (a) of the Clause: DOE has established a system for the approval of conferences called Conference Management Reporting and Approval Tool in the DOE iPortal at <https://iportal.doe.gov>. Contractor's use of, and DOE approval (if required) through that system will satisfy the requirement in

paragraph (a) of the Clause that costs associated with conferences be "directly and programmatically related to the purpose of the contract and the specific work authorization/order/task directing the conference activities."

- (2) With respect to paragraph (d) of the Clause, the Contractor shall be deemed to have met the standard to "aggressively seek to limit costs" and to keep costs "to the minimum necessary" if the costs meet the test of reasonableness under FAR 31.201-3.