

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1 CONTRACT ID CODE	PAGE OF PAGES 1 21
2 AMENDMENT/MODIFICATION NO 0972	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 Berkeley Site Office 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) THE REGENTS OF THE UNIVERSITY OF CALIFORNIA Attn: ANDREW BOULTER 1111 FRANKLIN ST 11TH FL OAKLAND CA 94607		(x) 9A AMENDMENT OF SOLICITATION NO	9B DATED (SEE ITEM 11)
CODE 003985512	FACILITY CODE	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 Part 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: 94-3067788


DUNS Number: 003985512

The purpose of this modification is to update Section H, Section I and Section J, Appendix I. See SF30 Continuation Page.

THIS PERFORMANCE-BASED MANAGEMENT CONTRACT (PBMC) IS FOR THE MANAGEMENT AND OPERATION OF THE ERNEST ORLANDO LAWRENCE BERKELEY NATIONAL LABORATORY (LBNL). THE CONTRACTOR SHALL IN ACCORDANCE WITH THE PROVISIONS OF THIS CONTRACT ACCOMPLISH THE MISSIONS AND PROGRAMS ASSIGNED BY THE U.S. DEPARTMENT OF ENERGY (DOE) AND MANAGE AND OPERATE THE LABORATORY. THE

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) Ray Miskelley, Executive Director Business and Contract Management	15B CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C DATE SIGNED 10/20/16	15A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maria C. Robles	15B UNITED STATES OF AMERICA	15C DATE SIGNED 10/27/2016
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NSN 7540-01-152-8070
Previous edition unusable

Approved as to legal form  Date 10/20/16
Norman J. Hunsell
Senior Counsel
University of California Office of General Counsel

STANDARD FORM 30 (REV 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC02-05CH11231/0972

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

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>LABORATORY IS ONE OF THE DOE'S OFFICE OF SCIENCE (SC) MULTI-PROGRAM LABORATORIES. THE LABORATORY IS A FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER (FFRDC) ESTABLISHED IN ACCORDANCE WITH THE FEDERAL ACQUISITION REGULATION (FAR) PART 35 AND OPERATED UNDER THIS MANAGEMENT AND OPERATING (M&O) CONTRACT AS DEFINED IN FAR 17.6 AND DEAR 917.6.</p> <p>Payment: Payment - Direct Payment from U.S. Dept of Treasury Period of Performance: 06/01/2005 to 05/31/2020</p>				

1. Clause H. 12 entitled FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE is hereby deleted in its entirety and replaced with the following:

H.12 - IMPLEMENTATION OF CLAUSE DEAR 952.204-2 – SECURITY

Lawrence Berkeley National Laboratory (LBNL) as a non-possessing facility holds no classified materials or information. LBNL does possess a minimal amount of Special Nuclear Material (SNM) that is designated Category IV and does not require access authorizations (Per DOE Order 472.2 Personnel Security). LBNL's SNM is not weapons-related and is used only in support of non-classified research (e.g. nuclear chemistry, radiobiology, nuclear physics, instrument calibration, system performance verification).

2. Clause H. 41 entitled PENSION PLAN is deleted and replaced with the following:

H.41 - PENSION PLAN

(a) The following stipulations apply, as appropriate, only to the University of California Retirement Plan (UCRP), "DC Supplemental Benefit" and "DC Plan Benefit" (as such DC plans are defined in the minutes of the Board of Regents, dated March 24, 2016), which covers University of California employees working under contracts at DOE-owned and Contractor-operated facilities. UC offers its employees three plans as follows: UCRP and DC Supplemental and DC Plan Benefit plans, collectively referred to as the "Pension Plans."

(b) Basic requirements.

(1) DOE shall be notified prospectively of each change to the Pension Plans that could have a significant impact on current or future Departmental funding or liabilities; including either:

(i) Any change to a benefit, right or feature of a Pension Plan or any change to a funding method or assumption, or

(ii) Any change that requires the approval of the Regents of the University of California.

(2) Prospective notice will be provided to the DOE for each newly adopted Pension Plan change requiring prospective notice as described in subparagraph (b)(1)(i) or (ii) above, including any changes to non-DOE- reimbursed segments of commingled pension plans.

(3) For purposes of this clause, prospective notice shall mean written notice, including a copy of the proposed change, at least thirty (30) days in advance of approval of each change to the

Pension Plans by the Regents of the University as trustees of the Pension Plan.

(4) The Pension Plans shall be subjected to a limited-scope audit annually that is no less comprehensive than the limited scope audit set forth in ERISA Section 103. The UCRP shall be submitted to a full-scope audit by an outside independent auditor every three years. The Contractor shall provide audit reports to DOE within nine months after the last day of the current plan year to which the audit applies.

(5) The Contractor shall maintain a separate annual accounting of UCRP liabilities and assets attributable to the Laboratory. Market value of assets on an accrual basis at the beginning of a plan year shall equal the assets at market value on an accrual basis at the end of the prior year based on the separate annual accounting of the prior plan year. The procedures for annual accounting of contributions for each plan year (July 1 through June 30) are that the Contractor will provide an annual accounting of assets associated with DOE-funded employer contributions and employee contributions under Contract No. DE-AC02-05CH11231, as follows:

(i) Market value of assets at the beginning of a plan year for UCRP;

(ii) (A) Employer contributions made during a plan year, less the employer contributions transferred to the Social Security Administration on behalf of contract employee members of UCRP who elected Social Security coverage in 1976 or 1977 with any employer contribution toward the UCRP unfunded liability attributable to employees who elect the DC Plan Benefit separately identified; and

(B) Employee contributions made during a plan year, less the employee contributions transferred to the Social Security Administration on behalf of contract employee members of UCRP who elected Social Security coverage in 1976 or 1977.

(iii) The dollar amount of investment income from applying the rate of return on the accrual-basis market value of UCRP assets to subparagraphs (b)(5)(i), (ii), (iv) and (v);

(iv) Benefits disbursed on account of Contract employees during the UCRP plan year, including return of accumulated employee contributions;

(v) UCRP administrative expenses paid from the trust shall be allocated to the Laboratory in the same proportion that the market value of assets assigned to the Laboratory segment bears to the market value of the total asset fund as of the beginning of the plan year. However, there may be situations agreed to by the DOE where specific expenses would directly be charged to the Laboratory in addition to the proportionate share of expenses; and

(vi) UCRP market value of assets at the end of the plan year = (b)(5)(i) + (ii) + (iii) - (iv) - (v). The annual accounting shall include the market value of such assets as of June 30, 1991, and as of the end of each plan year thereafter.

(vii) The annual accounting shall include the following for the DC Supplemental Benefit and the DC Plan Benefit:

(A) Employer contributions made to fund the DC Supplemental Benefit.

(B) Employer contribution made to fund the DC Plan Benefit.

(C) Dollar amount of investment income/earnings from the DC Supplemental Benefit and dollar amount of investment income/earnings from the DC Plan Benefit.

(D) Administrative expenses, if any.

(6) Contract Service means work performed within the scope of work under this contract or predecessor contract.

(7) Contract service assets means the accrual basis market value given by the accounting which is referred to in subparagraph (b)(5).

(8) Disaffiliation means the cessation of the contractual relationship between the Contractor and the Department of Energy with respect to LBNL.

(9) All plan provisions of the Pension Plans are applicable to all eligible employees of the Contractor, including those employed at the Laboratory, except as noted below. For partial Plan Years 2016 (10/1/2015-6/30/2016) and full Plan Years 2017 through 2020 (7/1/2016-6/30/2020), the employer contribution rate for the LBNL Segment of UCRP (also referenced in this Clause as the "DOE Segment" or the "Laboratory Segment"), which forms the basis (as described below) for the additional employer contributions toward

the UCRP unfunded liability attributable to employees who elect the DC Plan Benefit, is calculated as set forth in the minutes of the Board of Regents, dated September 17, 2015. If the funded ratio of the LBNL Segment for any Plan Year during this five-year period does not exceed the corresponding funded ratio of the Campus and Medical Centers of UCRP, the LBNL Segment employer contribution rate, including the additional employer contributions to the UCRP unfunded liability attributable to employees who elect the DC Plan Benefit, will revert to the respective Campus and Medical Centers Segment employer contribution rates applicable to that Plan Year. For purposes of assessing the liabilities of the DOE Segment of the UCRP as described in paragraphs (e), (f), and (g), the DOE will have no liabilities to the Plan beyond that associated with Laboratory employees who are members of the Plan for work under this contract.

(10) The additional employer contribution associated with the DC Plan Benefit is the rate that is determined by subtracting the employer contribution rate for the "DC Plan Benefit" (which is the same for all employees) from the LBNL employer contribution rate for the DOE or Laboratory Segment as calculated above. This additional employer contribution goes toward the DOE/Laboratory segment's UCRP unfunded liability and only applies if the segment has such an unfunded actuarial accrued liability, based on actuarial value of assets as of the valuation date in which the segment UCRP employer contribution rate was determined.

(11) Employer contributions on behalf of members in the UCRP 2016 Tier are subject to a Covered Compensation limit consistent with the limit established annually in accordance with the Public Employees' Pension Reform Act of 2013 (PEPRA), as referenced in the minutes of the Board of Regents, dated March 24, 2016 <http://regents.universityofcalifornia.edu/minutes-index/index.html>.

(12) The DOE will be given prospective notice of any changes in administration costs of five percent or more, and the reason for any such changes. Changes in administration costs resulting directly from normal inflation in administration costs or per specific DOE requests do not require notice.

(13) If and when the UCRP funded status (measured by dividing the actuarial value of assets by the entry age liability of UCRP), reaches 150 percent, the President of the University will initiate a review of the surplus situation and provide to DOE a copy of the Contractor's recommendations to bring the fund into conformity with the long-term needs of the Plan. Any recommendations by the Contractor for the disposition of the Plan assets in connection with a

Plan termination or spin-off will be consistent with the then applicable federal and state laws relating to qualified pension plans and ensure equitable distribution of excess Plan assets to DOE and the University-reimbursed Plan segments as provided in this clause.

(14) The DOE will pay costs for any special retirement and/or actuarial analysis that it requests during the period of the contract.

(15) DOE has the right to take any action it deems appropriate and consistent with applicable law with reference to the pension plan.

(16) The Contractor shall provide notice to the Contracting Officer of UCRP participants transferring from non-LBNL operations to LBNL operations, and vice-versa, on a quarterly basis with such information and as directed by the Contracting Officer.

(c) Funding requirements.

(1) Contributions to the UCRP will be based on the actuarial valuation for the Plan and will be approved by the Contractor's Plan Trustees (The Regents of the University of California).

(2) DOE agrees to continue to fund for the Contract term(s), as extended, the employer cost of the Pension Plans for Contract employees at contribution rates established from time to time by the Contractor in accordance with (b)(9), above, subject to the following restriction: The DOE funded contribution to UCRP shall not exceed the full funding limit as defined in the Internal Revenue Code, Section 431.

(3) The DOE funding policy is intended to be congruent with the basic objectives of the cost accounting standards (CAS) and will generally result in funding consistent with the CAS. If this policy causes a temporary, technical inconsistency with the CAS, the Contractor shall immediately notify the cognizant Contracting Officer and CH's Chief Financial Officer. Contractors have recourse to the cost principles found at FAR 31.203, 31.205-6, and 31.205-10 and shall avoid penalties on that basis.

(4) If members of the Laboratory managed by the Contractor for DOE transfer from the Contractor's private operations to the Laboratory, or vice versa, appropriate annual adjustments shall be made to the UCRP pension fund or segments' assets and liabilities.

(d) Reporting requirements for designated contracts. The following reports shall be submitted within nine months of the last day of the current plan year to DOE for the Laboratory.

(1) Any annual actuarial valuation report which includes information in the annual separate actuarial valuations for the Laboratory managed by the Contractor for DOE which DOE may reasonably request. DOE shall pay the cost of all separate valuations. At a minimum, these reports for UCRP shall include: an itemized cashflow; the aggregate covered compensation; a distribution of active members by age, service, and salary; separate amount, and time expired since retirement or separation; a brief description of each amortization base, if any, and its date, original amount, and annual payment; an itemization of the changes in the numbers of actives, retirees and terminated vested members during the plan year; the rate of interest currently credited to employee contributions; a statement of the Accounting Standard Codification (ASC) 960 liabilities; a statement of the current liability under Internal Revenue Code Section 431; a development of the total actuarial gain or loss; a statement of actuarial assumptions and methods; calculation of the assets of each Laboratory; calculation of the actuarial asset value; calculation of contribution requirements; and a statement of the changes, if any, in benefits, assumptions or methods since the last report.

(2) A copy of the Financial Accounting Standards Board Statement ASC 715 report prepared each year for the UCRP to satisfy the expense-reporting requirement of the Office of Management and Budget.

(3) In order to report the funded status (surplus or deficit) of the Laboratory's portion of UCRP to the DOE, the Contractor will measure the liabilities using the Entry Age Normal actuarial method and the Actuarial Value of Assets as defined in the valuation report indicated in subparagraph (d)(1) above.

(4) 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.

(5) Copy of Private Letter Ruling, if any, related to permission for a participant with a DC Plan Benefit to elect to change to the UCRP 2016 Tier at a later date.

(e) Terminating operations. When operations at a DOE Laboratory are terminated and no further work is to occur under this contract, the following rules shall apply:

(1) No further benefits for service shall accrue after the Contract termination date, or such earlier date as agreed to by the DOE and the Contractor.

(2) The Contractor shall return the DOE portion of the UCRP assets [as defined herein below] by means of a (1) spin-off and termination of the spun-off plan and reversion pursuant to IRC Section 414(l) and ERISA Section 4044, (2) spin off and plan merger pursuant to IRC 414(l), or (3) otherwise transferred at DOE's direction at DOE's sole discretion subject to applicable law. In the case of (2) above, the merger shall be a merger of all DOE assets and all DOE liabilities with another DOE Contractor's DOE-site pension plan.

(3) Procedures with respect to the spin-off and reversion.

(i) For purposes of spin-off, all Contract Service active liabilities for the Laboratory's UCRP members and all Contract Service inactive liabilities for the Laboratory's UCRP members shall be valued using the UCRP plan provisions, actuarial assumptions, and actuarial cost methods that were used to prepare that UCRP actuarial off and Contract Service to date of spin-off. For purposes of this subparagraph (e)(3), the aforementioned valuation of the Contract Service inactive liabilities shall be known as "B". The UCRP shall retain full and exclusive responsibility for the Contract Service inactive liabilities. For this purpose, "inactive" shall refer to those vested UCRP members who have earned Contract Service and who do not become participants in the spun-off plan.

(ii) Assets transferring to the plan that is spun off shall equal A-B for which A is the value of assets on the effective date of spin-off that is provided by the formula in subparagraph (b)(5) and B is as defined in subparagraph (e)(3)(i), above. Any delay in transfer of assets shall augment the amount A-B by interest on that amount in accordance with the clause of this contract entitled "Interest", as of the effective date of spin-off. The sponsor of the spun-off plan shall have full and exclusive responsibility for the Contract Service active liabilities.

(iii) The Parties agree that any disposition of Contract Service assets or transfer of liabilities upon a spin-off shall be consistent with the then applicable federal and state laws relating to qualified pension plans and shall be subject to obtaining such rulings and/or approvals from cognizant federal and state agencies as may be required by law or deemed prudent by the Contractor or DOE.

(A) When a Spin-off Plan has been established, UCRP shall retain the liabilities associated with pensioners, members receiving UCRP disability income, terminated vested participants, survivors, contract employees who are retained by the Contractor, and anyone else who is not an active employee under the Spin-off Plan.

(B) Under a Spin-off Plan acceptable to the DOE in its sole discretion and which fulfills all of the Contractor's fiduciary responsibilities under applicable law, and which further assumes UCRP liabilities for transferred contract employees, the Contractor agrees to transfer to the trustees of the Spin-off Plan an amount equal to the Contract service assets to be transferred as determined above. Such amount shall be transferred as investment holdings of the UCRP, plus any necessary United States Currency, or, by mutual agreement of the Parties, the total amount may be transferred as United States Currency. Agreement by the DOE and Contractor will not be unreasonably withheld.

1. If the asset transfer to the Spin-off Plan is made in the form of investment holdings, such holdings shall include cash, equity securities, and fixed income securities, but shall exclude any investment holding (and earnings thereon) acquired from the effective date of the spin-off. Such assets shall be allocated on a pro-rated basis, with proration for fixed income assets based on rating and sector classification. The pro-rata allocation shall be the ratio of (A) to (B) where, (A) is the Contract service assets referred to in subparagraph (e)(3)(ii) above; and (B) is the total assets of the Retirement Fund of UCRP at market value as of the effective date of disaffiliation. If transfer of assets cannot be accomplished on the effective date of disaffiliation, assets shall be converted on that date to U.S. Currency and interest shall be credited on those assets as provided in subparagraph (e)(3)(ii) above.

2. The Contractor will transfer assets at a rate at least sufficient to meet the cashflow

requirement of transferred employees who go into benefit status under the Spin-off Plan.

(iv) Subsequent to a termination of the Spin-off Plan, the Contractor shall return the remaining assets (less any tax or other liabilities imposed upon the Contractor because of the receipt of such assets) to DOE.

The Contractor shall not terminate any DOE-reimbursed benefit plan without the DOE's approval. It is the intention of the DOE not to entertain any enhancements in these programs after the Contractor announces the intention not to renew the contract.

(v) If operations at the DOE Laboratory are terminated and no further work is to occur under the Contract, similar rules will apply to the DC Plan Benefit and DC Supplemental Benefit of the affected employees and assets associated with such benefits, including any associated employee contributions will be transferred to a qualified plan of a successor contractor.

(f) Contract termination and selection of a successor contractor.

Should another contractor, including any contractual entity that includes the University of California, replace the Contractor, the following become requirements for UCRP:

(1) Liabilities for present and future benefits of Contract employees in the event there is a successor plan. The liabilities as of the effective date of disaffiliation for members shall be calculated by using the UCRP provisions, actuarial assumptions, and actuarial cost methods as then in effect. Only persons employed by the successor contractor shall be covered by the successor pension plan.

(2) Contract service assets in the event there is a successor pension plan.

(i) For purposes of disaffiliation as used in subparagraphs (e) and (f) herein, all Contract Service active liabilities for the Laboratory's UCRP members and all Contract Service inactive liabilities for the Laboratory's UCRP members shall be valued using the UCRP plan provisions, actuarial assumptions, and actuarial cost methods that were used to prepare that UCRP actuarial valuation which is most recent as of the effective date of disaffiliation and Contract Service to date of disaffiliation. For purposes of subparagraph (f)(2), the aforementioned

valuation of the Contract Service inactive liabilities shall be known as B. The UCRP shall retain full and exclusive responsibility for the Contract Service inactive liabilities. For purposes of subparagraph (f)(2), "inactive" shall refer to those vested UCRP members who have earned Contract Service and who do not become participants in a plan sponsored by the successor Contractor.

(ii) Assets transferring to the plan that is spun off shall equal A-B for which A is the value of assets on the date of disaffiliation that is provided by the formula in subparagraph (b)(5) and B is as defined in subparagraph (f)(2)(i), above. Any delay in transfer of assets shall augment the amount A-B by interest on that amount in accordance with the clause of this contract entitled "Interest", as of the effective date of disaffiliation. The successor Contractor shall have full and exclusive responsibility for the Contract Service active liabilities.

(iii) Notwithstanding the provisions of this paragraph (f), the Parties further agree to consider the desirability of covering pensioners, survivors, UCRP disability recipients, and terminated vested and nonvested members under a successor plan.

(iv) The DC Plan Benefit and DC Supplemental Benefit including any associated employee contributions will be transferred to a qualified plan of the successor contractor at the same time in order to maintain continuity of benefit structures.

(3) Disposition of contract service assets and liabilities. The Parties agree that any disposition of contract service assets or transfer of liabilities upon Contract termination shall be consistent with the then applicable federal and state laws relating to qualified pension plans and shall be subject to obtaining such rulings and/or approvals from cognizant Federal and State agencies as may be required by law or deemed prudent by the Contractor or DOE.

(i) Retention of assets and liabilities. When a successor pension plan has been established by a successor Contractor, UCRP shall retain the liabilities associated with pensioners, survivors, UCRP disability recipients, and terminated vested and nonvested members and active members who are retained by the Contractor as determined in subparagraph (f)(1) above.

(ii) Transfer of assets and liabilities to successor pension plan. Under a successor pension plan acceptable to the DOE and which fulfills all of the Contractor's fiduciary responsibilities under applicable law, and which further assumes UCRP liabilities for transferred Contract employees, the Contractor agrees to transfer to the trustees of such successor plan an amount equal to the contract service assets as determined in subparagraph (f)(2) above. Such amount shall be transferred as investment holdings of the UCRP, plus any necessary United States Currency, or, by mutual agreement of the Parties, the total amount may be transferred as United States Currency. Agreement by the DOE and Contractor will not be unreasonably withheld.

(A) If the asset transfer to the successor Contractor's trust is made in the form of investment holdings, such holdings shall include cash, equity securities and fixed income securities, but shall exclude investment holdings (and earnings thereon) acquired after the effective date of disaffiliation. Such assets shall be allocated on a pro-rated basis, with proration for fixed income assets based on rating and sector classification. The pro-rata allocation shall be the ratio of (A) to (B) where, (A) is the contract service assets referred to in subparagraph (f)(2) above and (B) is the total assets of the Retirement Fund of UCRP at market value as of the effective date of disaffiliation. If transfer of assets cannot be accomplished on the effective date of disaffiliation, assets shall be converted on that date to U.S. Currency and interest then shall be credited on those assets as provided in (f)(2)(ii).

(B) The Contractor will transfer assets at a rate at least sufficient to meet the cashflow requirement of transferred employees who go into benefit status under the successor plan.

(C) If the transfer is made as United States Currency, the transfer shall be increased to include interest on the amount at the rate specified in the clause of this contract entitled "Interest".

(g) UCRP plan termination.

(1) In the unlikely event of termination of the entire UCRP, the Contractor shall not terminate any pension plan (commingled or

site-specific) without notifying the Department at least 60 days prior to the scheduled date of plan termination, or if earlier, 60 days before plan members are notified of the plan termination.

(2) The Contractor may satisfy plan liabilities to all plan members by the purchase of annuities through competitive bidding on the open annuity market or through the payment of lump sums. Any competitive annuity bid process must include at least five bidders, if possible, who satisfy the criteria listed in the United States Department of Labor Interpretive Bulletin 95-1. The final selection of insurance company(ies) shall be based upon a review of the bids of the qualifying companies, along with a prudent assessment of the quality of the annuity providers. The Contractor may also satisfy plan liabilities to plan members through lump sum distributions. Lump sum distributions shall be calculated in accordance with the terms of the UCRP.

(3) Notwithstanding the provisions in subparagraph (g)(2), if the DOE has a dispute with the Contractor's selection of an annuity provider(s) or the assumptions or methods for determining the lump sum distributions, the DOE may negotiate with the Contractor an alternative that would resolve its concerns.

(4) DOE-reimbursed assets which are in excess of the DOE liability shall revert to DOE with interest. Interest shall accrue from the effective date of plan termination at the rate specified in the clause of this contract entitled "Interest".

(h) Financial requirement.

(1) Funds to be paid or transferred to any party as a result of settlements relating to pension plan termination under paragraph (g) above shall accrue interest from the effective date of termination until the date of payment or transfer.

(2) Special programs. The Contractor shall advise DOE in advance of each early-out program, window benefit, disability program, plan-loan feature, employee contribution refund, asset reversion, or incidental benefit. Any UCRP retirement system programs proposal that is Laboratory specific and that would increase the cost of the Contract beyond that approved by the Contractor for Contractor employees, reduce plan surplus, or increase plan liabilities shall require advance approval by the Contracting Officer and the Contractor.

(i) Post-Contract Responsibilities for Pension and Benefit Plans.

If this contract expires or terminates without a follow-on contract, notwithstanding any other obligations and requirements concerning expiration or termination under any other clause of this contract, including but not limited to the clause of the contract entitled "Termination", the following actions shall occur:

(1) The Contractor shall continue as plan sponsor of all existing and follow-on pension and welfare benefit plans covering site personnel with responsibility for management and administration of the plans, as directed by DOE, at DOE's sole discretion.

(2) During the final 12 months of this contract if the parties have not reached agreement on these matters, the Contracting Officer shall provide written direction regarding the provision of post-contract pension and welfare benefits.

(3) Notwithstanding termination for convenience or default, the contract may be extended as appropriate for purposes deemed necessary by the Contracting Officer, including, but not limited to, obligating funds to pay the Contractor for costs incurred for the Contractor's existing and, if applicable, follow-on, site pension and welfare benefit plans. Such costs shall continue to be allowable in accordance with applicable laws and regulations

(4) DOE-approved pension and welfare plan contributions and plan administration costs, and pension plan asset management costs, will continue to be allowable and fully reimbursed under this contract, unless other arrangements have been approved by the Contracting Officer.

3. Clause I.159 DEAR 952.204-2 is added to the contract as follows:

I.159 – DEAR 952.204-2 SECURITY (OCT 2013) DEVIATION

(a) *Responsibility.* It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of

the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

(b) *Regulations.* The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.

(c) *Definition of Classified Information.* The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

(d) *Definition of Restricted Data.* The term Restricted Data means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].

(e) *Definition of Formally Restricted Data.* The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information-- (1) relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.

(f) *Definition of National Security Information.* The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.

(g) *Definition of Special Nuclear Material.* The term "special nuclear material" means (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act of 1954] has been

determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(h) *Access authorizations of personnel.*

(1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.

(2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.40 I , of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

(i) A review must-- verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.

(ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those-- (A) governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and

Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed testing designated positions in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant, random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

(vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office.

- A. The date(s) each Review was conducted;
- B. Each entity that provided information concerning the individual;
- C. A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;

D. A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and

E. The results of the test for illegal drugs.

(i) *Criminal liability.* It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).

(i) *Foreign Ownership, Control, or Influence.*

(1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer. Contractors are encouraged to submit this information through the use of the online tool at <https://foci.td.anl.gov>. When completed the Contractor must print and sign one copy of the SF 328 and submit it to the Contracting Officer.

(2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

(3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.

(4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by

this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

(k) *Employment announcements.* When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.

(1) *Flow down to subcontracts.* The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

(End of clause)

4. Section J, Attachment J.9, is modified as follows:

DOE Order	Title	Change & Explanation
470.5	Insider Threat Program	This Order is added to the contract.

DOE Order	Title	Change & Explanation
472.2	Personnel Security	This Order will be incorporated into the contract with a 12 month implementation date Effective date 10/2/2017
410.2	Management of Nuclear Materials	This Order will be incorporated into the contract with a 12 month implementation date Effective date 10/2/2017

5. All other terms and conditions remained unchanged.