

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 77	
2. AMENDMENT/MODIFICATION NO. 0296		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY Brookhaven Site Office U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue Upton NY 11973		7. ADMINISTERED BY (If other than Item 6) Brookhaven Site Office U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue Upton NY 11973	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Brookhaven Science Associates, LLC Attn: Janine Mehlinger BROOKHAVEN NATIONAL LABORATORY BLDG. 460, PO BOX 5000 UPTON NY 119735000		9A. AMENDMENT OF SOLICITATION NO.		9B. DATED (SEE ITEM 11)	
CODE		FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-SC0012704	
				10B. DATED (SEE ITEM 13) 12/22/2014	

**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)  
Language

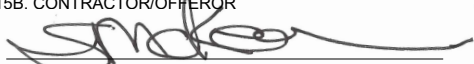
**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Mutual agreements of the parties modifying the terms of the contract.
	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.)  
DUNS Number: R85KZ9JP3  
UEI: R85KZ9JP3NM3  
This modification is issued to update Part III, Section J - List of Documents, Exhibits, Attachments -  
Appendix B - Performance Evaluation and Measurement Plan FY 2025 and Appendix C - Special Financial Institution Account Agreement

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) Susan McKeon, Chief Financial Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert P. Gordon	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED 01/24/2025	
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		16C. DATE SIGNED Jan 24, 2025	

Previous edition unusable

**14. DESCRIPTION OF AMENDMENT/MODIFICATION continued.**

**A.** This modification is issued to update the following contract sections:

**Contract Sections:**

- (a) Part III – List of Documents, Exhibits, Attachments
  - Section J – List of Attachments (Appendices)
    - Appendix B – Performance Evaluation and Measurement Plan FY 2025
    - Appendix C – Special Financial Institution Account Agreement

**B. Table of Changes****PART III – SECTION J – List of Documents, Exhibits, Attachments**

The clauses titles shown below are accurate post-modifications.

Clause No.	Title	Change & Explanation
Appendix B	Performance Evaluation and Measurement Plan FY 2025	<p><b>Delete:</b> Performance Evaluation and Measurement Plan FY 2025 incorporated within M0291.</p> <p><b>Add:</b> Revised Performance Evaluation and Measurement Plan FY 2025.</p> <p><b>Explanation:</b> Revise the weights for Objective 4.1 (Leadership and Stewardship of the Laboratory) and Objective 4.2 (Management and Operation of the Laboratory) increased from 35% to 40%. Objective 4.3 description changed from “Advancing Laboratory DEI and Accessibility” to “External Engagements/Partnerships”. Objective 4.5 “Contractor Value-added” renumbered from 4.5 to 4.4.</p>
Appendix C	Special Financial Institution Account Agreement	<p><b>Delete:</b> Special Financial Institution Account Agreement.</p> <p><b>Add:</b> Revised Special Financial Institution Account Agreement executed by BHSO January 6, 2025.</p>

**C. All other Terms and Conditions remain unchanged.**

**END OF MODIFICATION**

## **APPENDIX B**

### **PERFORMANCE EVALUATION AND MEASUREMENT PLAN FY 2025**





**U.S. DEPARTMENT OF ENERGY**

**AND**

**BROOKHAVEN SCIENCE ASSOCIATES, LLC**

**APPENDIX B**

**PERFORMANCE EVALUATION AND  
MEASUREMENT PLAN**

**FISCAL YEAR 2025**

**BROOKHAVEN NATIONAL LABORATORY**

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## INTRODUCTION

This document, the Performance Evaluation and Measurement Plan (PEMP), primarily serves as DOE's Quality Assurance/Surveillance Plan (QASP) for the evaluation of Brookhaven Science Associates (hereafter referred to as "the Contractor") performance regarding the management and operations of the Brookhaven National Laboratory (hereafter referred to as "the Laboratory") for the evaluation period from October 1, 2024, through January 4, 2025. The performance evaluation provides a standard by which to determine whether the Contractor is managerially and operationally in control of the Laboratory and is meeting the mission requirement and performance expectations/objectives of the Department as stipulated within this contract.

This document also describes the distribution of the total available performance-based fee and the methodology for determining the amount of fee earned by the Contractor as stipulated within the clauses entitled, "Determining Total Available Performance Fee and Fee Earned," "Conditional Payment of Fee, Profit, or Incentives," and "Total Available Fee: Base Fee Amount and Performance Fee Amount." In partnership with the Contractor and other key customers, the Department of Energy (DOE) Headquarters (HQ) and the Site Office have defined the measurement basis that serves as the Contractor's performance-based evaluation and fee determination.

The Performance Goals (hereafter referred to as Goals), Performance Objectives (hereafter referred to as Objectives) and set of notable outcomes discussed herein were developed in accordance with contract expectations set forth within the contract. The notable outcomes for meeting the Objectives set forth within this plan have been developed in coordination with HQ program offices as appropriate. Except as otherwise provided for within the contract, the evaluation and fee determination will rest solely on the Contractor's performance within the Performance Goals and Objectives set forth within this plan.

The overall performance against each Objective of this performance plan, to include the evaluation of notable outcomes, shall be evaluated jointly by the appropriate HQ office, major customer and/or the Site Office as appropriate. This cooperative review methodology will ensure that the overall evaluation of the Contractor results in a consolidated DOE position taking into account specific notable outcomes as well as all additional information available to the evaluating office. The Site Office shall work closely with each HQ program office or major customer throughout the year in evaluating the Contractor's performance and will provide observations regarding programs and projects as well as other management and operation activities conducted by the Contractor throughout the year.

Section I provides information on how the performance rating (grade) for the Contractor, as well as how the performance-based incentives fee earned (if any) will be determined. As applicable, also provides information on the award term eligibility requirements.

Section II provides the detailed information concerning each Goal, its corresponding Objectives, and notable outcomes identified, along with the weightings assigned to each Goal and Objective and a table for calculating the final grade for each Goal.

### **I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, AND PERFORMANCE-BASED FEE AND AWARD TERM ELIGIBILITY (as applicable)**

The FY 2025 Contractor performance grade for each Goal will be determined based on the weighted sum of the individual scores earned for each of the Objectives described within this document for Contractor/Laboratory Leadership, and for Management and Operations (M&O). For each Science and Technology (S&T) Goal, an initial weighted sum will be calculated analogously for each evaluating office,

and a cost-based weighted sum of these initial sums will determine the Contractor performance grade. Each Goal is composed of two or more weighted Objectives. Additionally, a set of notable outcomes has been identified to highlight key aspects/areas of performance deserving special attention by the Contractor for the upcoming fiscal year. Each notable outcome is linked to one or more Objectives, and failure to meet expectations against any notable outcome will result in a grade less than B+ for that Objective(s). That is, if the contractor fails to meet expectations against a notable outcome tied to an Objective under Goal 1.0, 2.0, or 3.0, the SC program office that assigned the notable outcome shall award a grade less than “B+” for the Objective(s) to which the notable outcome is linked; and if the contractor fails to meet expectations against a notable outcome tied to an Objective under Goal 4.0, 5.0, 6.0, 7.0 or 8.0, SC shall award a grade less than “B+” for the Objective(s) to which the notable outcome is linked. Performance above expectations against a notable outcome will be considered in the context of the Contractor’s entire performance with respect to the relevant Objective. The following section describes SC’s methodology for determining the Contractor’s grades at the Objective level.

**Performance Evaluation Methodology:**

The purpose of this section is to establish a methodology to develop grades at the Objective level. Each evaluating office shall provide a proposed grade and corresponding numerical score for each Objective (see Figure 1 for SC’s scale). Each evaluation will measure the degree of effectiveness and performance of the Contractor in meeting the corresponding Objectives.

Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F
<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>

**Figure 1. FY 2025 Contractor Letter Grade Scale**

For the three S&T Goals (1.0 – 3.0) the Contractor shall be evaluated against the defined levels of performance provided for each Objective under the S&T Goals. The Contractor performance under Goal 4.0 will also be evaluated using the defined levels of performance described for the four Objectives under Goal 4.0. The descriptions for these defined levels of performance are included in Section II.

It is the DOE’s expectation that the Contractor provides for and maintains management and operational (M&O) systems that efficiently and effectively support the current mission(s) of the Laboratory and assure the Laboratory’s ability to deliver against DOE’s future needs. In evaluating the Contractor’s performance DOE shall assess the degree of effectiveness and performance in meeting each of the Objectives provided under each of the Goals. For the four M&O Goals (5.0 – 8.0) DOE will rely on a combination of the information through the Contractor’s own assurance systems, the ability of the Contractor to demonstrate the validity of this information, and DOE’s own independent assessment of the Contractor’s performance across the spectrum of its responsibilities. The latter might include, but is not limited to operational awareness (daily oversight) activities; formal assessments conducted; “For Cause” reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.).

The mission of the Laboratory is to deliver the science and technology needed to support Departmental missions and other sponsors’ needs. Operational performance at the Laboratory meets DOE’s expectations (defined as the grade of B+) for each Objective if the Contractor is performing at a level that fully supports the Laboratory’s current and future science and technology mission(s). Performance that does, or has the potential to, 1) adversely impact the delivery of the current and/or future DOE/Laboratory mission(s), 2) adversely impact the DOE and or the Laboratory’s reputation, or 3) fail to provide the competent people, necessary facilities and robust systems necessary to ensure sustainable performance, shall be graded below expectations as defined in Figure I-1, below.

The Department sets our expectations high, and expects performance at that level to optimize the efficient and effective operation of the Laboratory. Thus, the Department does not expect routine Contractor performance above expectations against the M&O Goals (5.0 – 8.0). Performance that might merit grades above B+ would need to reflect a Contractor’s significant contributions to the management and operations at the system of Laboratories, or recognition by external, independent entities as exemplary performance.

Definitions for the grading scale for the Goal 5.0 – 8.0 Objectives are provided in Figure I-1, below:

Letter Grade	Numerical Grade	Definition
A+	4.3-4.1	Significantly exceeds expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s). Performance is notable for its significant contributions to the management and operations across the SC system of laboratories, and/or has been recognized by external, independent entities as exemplary.
A	4.0-3.8	Notably exceeds expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s). Performance is notable for its contributions to the management and operations across the SC system of laboratories, and/or as been recognized by external, independent entities as exemplary.
A-	3.7-3.5	Exceeds expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s).
B+	3.4-3.1	Meets expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s). No performance has, or has the potential to, adversely impact 1) the delivery of the current and/or future DOE/Laboratory mission(s), 2) the DOE and/or the Laboratory’s reputation, or does not 3) provide a sustainable performance platform.
B	3.0 -2.8	Just misses meeting expectations of performance against a few aspects of the Objective in question. In a few minor instances, the Contractor’s systems function at a level that does not fully support the Laboratory’s current and future science and technology mission, or provide a sustainable performance platform.
B-	2.7-2.5	Misses meeting expectations of performance against several aspects of the Objective in question. In several areas, the Contractor’s systems function at a level that does not fully support the Laboratory’s current and future science and technology mission, or provide a sustainable performance platform.
C+	2.4-2.1	Misses meeting expectations of performance against many aspects of the Objective in question. In several notable areas, the Contractor’s systems function at a level that does not fully support the Laboratory’s current and future science and technology mission or provide a sustainable performance platform, and/or have affected the reputation of the Laboratory or DOE.
C	2.0-1.8	Significantly misses meeting expectations of performance against many aspects of the Objective in question. In many notable areas, the Contractor’s systems do not support the Laboratory’s current and future science and technology mission, nor provide a sustainable performance platform and may affect the reputation of the Laboratory or DOE.
C-	1.7- 1.1	Significantly misses meeting expectations of performance against most aspects of the Objective in question. In many notable areas, the Contractor’s systems demonstrably hinder the Laboratory’s ability to deliver on current and future science and technology mission, and have harmed the reputation of the Laboratory or DOE.
D	1.0-0.8	Most or all expectations of performance against the Objective in question are missed. Performance failures in this area have affected all parts of the Laboratory; DOE leadership engagement is required to deal with the situation and help the Contractor.

Letter Grade	Numerical Grade	Definition
F	0.7-0	All expectations of performance against the Objective in question are missed. Performance failures in this area are not recoverable by the Contractor or DOE.

**Figure I-1. Letter Grade and Numerical Grade Definitions for Objectives under M&O Goals**

Calculating Individual Goal Scores and Letter Grades:

Each Objective is assigned the earned numerical score by each evaluating office as stated above. For an evaluating office, the Goal score is then computed by multiplying each Objective numerical score under that Goal by the weight assigned to that Objective by that office, and then adding these values together. For Goals 4.0-8.0, this determines the overall Goal score. For Goals 1.0-3.0, the overall Goal score is calculated by multiplying each evaluating office's Goal score by the office's cost-based weight, and then adding them. For the purpose of determining the eight Goal grades, the unrounded raw overall numerical score for each Goal will be rounded to the nearest tenth of a point using the standard rounding convention discussed below following Figure 2, and then will be compared to Figure 1. A set of tables is provided at the end of each Performance Goal section of this document to assist in the calculation from Objective numerical scores to the Goal grade. No overall rollup grade shall be provided.

The eight Performance Goal grades shall be used to create a report card for the laboratory (see Figure 2, below).

Performance Goal	Grade
1.0 Mission Accomplishment	
2.0 Design, Fabrication, Construction and Operations of Research Facilities	
3.0 Science and Technology Program Management	
4.0 Sound and Competent Leadership and Stewardship of the Laboratory	
5.0 Integrated Safety, Health, and Environmental Protection	
6.0 Business Systems	
7.0 Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio	
8.0 Integrated Safeguards and Security Management and Emergency Management Systems	

**Figure 2. Laboratory Report Card**

Although rounded to convert to letter grades, the unrounded raw numerical score from each calculation shall be carried through to the next stage of the calculation process. The unrounded raw numerical score for weighted final S&T and weighted final M&O will be rounded to the nearest tenth of a point for purposes of determining fee. A standard rounding convention of x.44 and less rounds down to the nearest tenth (here, x.4), while x.45 and greater rounds up to the nearest tenth (here, x.5).

Determining the Amount of Performance-Based Fee Earned:

SC uses the following process to determine the amount of performance-based fee earned by the contractor. The overall Goal scores for each S&T Performance Goal shall be used to determine an initial numerical score for S&T (see Table A, below), and the overall Goal scores for each M&O Performance Goal shall be used to determine an initial numerical M&O score (see Table B, below).

S&T Performance Goal	Numerical Score	Weight <sup>1</sup>		
1.0 Mission Accomplishment		≥30%		
2.0 Design, Fabrication, Construction and Operation of Research Facilities				
3.0 Science and Technology Program Management		25%		
Initial S&T Score				

**Table A: Fiscal Year Contractor Evaluation Initial S&T Score Calculation**

<sup>1</sup> For Goals 1.0 and 2.0, the weights are based on total fiscal year costs for all evaluating programs distributed between these Goals 1.0 and 2.0; however, a minimum weight of 30% for Goal 1.0 is required regardless of cost distribution. For Goal 3.0, the weight is set as a fixed percentage for all laboratories.

<b>M&amp;O Performance Goal</b>	<b>Numerical Score</b>	<b>Weight</b>		
5.0 Integrated Safety, Health, and Environmental Protection		30%		
6.0 Business Systems		30%		
7.0 Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio		30%		
8.0 Integrated Safeguards and Security Management and Emergency Management Systems		10%		
<b>Initial M&amp;O Score</b>				

**Table B. Fiscal Year Contractor Evaluation Initial M&O Score Calculation**

These initial scores will then be adjusted based on the numerical score for Goal 4.0 (see Table C, below).

	<b>Numerical Score</b>	<b>Weight</b>		
Initial S&T Score		0.75		
Goal 4.0		0.25		
<b>Final S&amp;T Score</b>				
Initial M&O Score		0.75		
Goal 4.0		0.25		
<b>Final M&amp;O Score</b>				

**Table C. Fiscal Year Final S&T and M&O Score Calculation**

The percentage of the available performance-based fee that may be earned by the Contractor shall be determined based on the final score for S&T (see Table C) and then compared to Figure 3, below. The final score for M&O from Table C shall then be utilized to determine the final fee multiplier (see Figure 3), which shall be utilized to determine the overall amount of performance-based fee earned for FY 2025 as calculated within Table D.

<b>Overall Final Score for either S&amp;T or M&amp;O from Table C.</b>	<b>Percent S&amp;T Fee Earned</b>	<b>M&amp;O Fee Multiplier</b>
4.3	100%	100%
4.2		
4.1		
4.0	97%	100%
3.9		
3.8		
3.7	94%	100%
3.6		
3.5		



Overall Final Score for either S&T or M&O from Table C.	Percent S&T Fee Earned	M&O Fee Multiplier
3.4	91%	100%
3.3		
3.2		
3.1		
3.0	88%	95%
2.9		
2.8		
2.7	85%	90%
2.6		
2.5		
2.4	75%	85%
2.3		
2.2		
2.1		
2.0	50%	75%
1.9		
1.8		
1.7	0%	60%
1.6		
1.5		
1.4		
1.3		
1.2		
1.1		
1.0 to 0.8	0%	0%
0.7 to 0.0	0%	0%

**Figure 3. Performance-Based Fee Earned Scale**

Overall Fee Determination	
Percent S&T Fee Earned	
M&O Fee Multiplier	x
Overall Earned Performance-Based Fee	

**Table D. Final Percentage of Performance-Based Fee Earned Determination**

The Federal Acquisition Regulations (FAR) requirements for using and administering cost-plus-award-fee contracts were modified to provide for a five-level adjectival grading system with associated levels of available fee.<sup>1</sup> SC has addressed the FAR Part 16 language by mapping its standard numerical scores and associated fee determinations to the FAR Adjectival Rating System, as noted in Figure 4.

<sup>1</sup> See Policy Flash 2010-05, *Federal Acquisition Circular 2005-37*.

<b>Range of Overall Final Score for S&amp;T from Figure 3.</b>	<b>FAR Adjectival Rating</b>	<b>Maximum Performance-Fee Pool Available to be Earned</b>
<b>3.1 to 4.3</b>	<b>Excellent</b>	<b>100%</b>
<b>2.5 to 3.0</b>	<b>Very Good</b>	<b>88%</b>
<b>2.1 to 2.4</b>	<b>Good</b>	<b>75%</b>
<b>1.8 to 2.0</b>	<b>Satisfactory</b>	<b>50%</b>
<b>0.0 to 1.7</b>	<b>Unsatisfactory</b>	<b>0%</b>

**Figure 4. Crosswalk of SC Numerical Scores and the FAR Part 16 Adjectival Rating System**

Adjustment to the Letter Grade and/or Performance-Based Fee Determination:

The lack of performance objectives and notable outcomes in this plan does not diminish the need to comply with minimum contractual requirements. Although the performance-based Goals and their corresponding Objectives shall be the primary means utilized in determining the Contractor's performance grade and/or amount of performance-based fee earned, the Contracting Officer may unilaterally adjust the rating and/or reduce the otherwise earned fee based on the Contractor's performance against all contract requirements as set forth in the Prime Contract. While reductions may be based on performance against any contract requirement, specific note should be made to contract clauses which address reduction of fee including, Standards of Contractor Performance Evaluation, DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount, and Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts. Data to support rating and/or fee adjustments may be derived from other sources to include, but not limited to, operational awareness (daily oversight) activities; "For Cause" reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.), as needed.

The adjustment of a grade and/or reduction of otherwise earned fee will be determined by the severity of the performance failure and consideration of mitigating factors. DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts is the mechanism used for reduction of fee as it relates to performance failures related to safeguarding of classified information and to adequate protection of environment, health and safety. Its guidance can also serve as an example for reduction of fee in other areas.

The final Contractor performance-based grades for each Goal and fee earned determination will be contained within a year-end report, documenting the results from the DOE review. The report will identify areas where performance improvement is necessary and, if required, provide the basis for any performance-based rating and/or fee adjustments made from the otherwise earned rating/fee based on Performance Goal achievements.

Determining Award Term Eligibility:

Pursuant to Section F.2 “Award Term Incentive,” the Contractor may also earn additional award term of 12 months during this evaluation period by meeting or exceeding performance expectations. Contractor eligibility for award term extensions is delineated in Section F.2(b) of the contract.

## **II. PERFORMANCE GOALS, OBJECTIVES & NOTABLE OUTCOMES**

### **Background**

The current performance-based management approach to oversight within DOE has established a new culture within the Department with emphasis on the customer-supplier partnership between DOE and the laboratory contractors. It has also placed a greater focus on mission performance, best business practices, cost management, and improved contractor accountability. Under the performance-based management system the DOE provides clear direction to the laboratories and develops annual performance plans (such as this one) to assess the contractors' performance in meeting that direction in accordance with contract requirements. The DOE policy for implementing performance-based management includes the following guiding principles:

- Performance objectives are established in partnership with affected organizations and are directly aligned to the DOE strategic goals;
- Resource decisions and budget requests are tied to results; and
- Results are used for management information, establishing accountability, and driving long-term improvements.

The performance-based approach focuses the evaluation of the Contractor's performance against these Performance Goals. Progress against these Goals is measured through the use of a set of Objectives. The success of each Objective will be measured based on demonstrated performance by the laboratory, and on a set of notable outcomes that focus laboratory leadership on the specific items that are the most important initiatives and highest risk issues the laboratory must address during the fiscal year. These notable outcomes should be objective, measurable, and results-oriented to allow for a definitive determination of whether or not the specific outcome was achieved at the end of the year.

### **Performance Goals, Objectives, and Notable Outcomes**

The following sections describe the Performance Goals, their supporting Objectives, and associated notable outcomes for FY 2025.

## **GOAL 1.0      Provide for Efficient and Effective Mission Accomplishment**

**The science and technology programs at the Laboratory produce high-quality, original, and creative results that advance science and technology; demonstrate sustained scientific progress and impact; receive appropriate external recognition of accomplishments; and contribute to overall research and development goals of the Department and its customers.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Mission Accomplishment Goal measures the overall effectiveness and performance of the Contractor in delivering science and technology results which contribute to and enhance the DOE's (or other relevant supporting agencies') mission of protecting our national and economic security by providing world-class scientific research capacity and advancing scientific knowledge by supporting world-class, peer-reviewed scientific results, which are recognized by others.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science Program Offices, other cognizant HQ Program Offices, and other customers as identified below. The Goal score from each HQ Program Office and/or customer is computed by multiplying each Objective numerical score by the associated weight assigned by that Office/customer, and summing them (see Table 1.1).

- Office of Advanced Scientific Computing Research (ASCR)
- Office of Biological and Environmental Research (BER)
- Office of Basic Energy Sciences (BES)
- Office of High Energy Physics (HEP)
- Office of Isotope R&D and Production (IP)
- Office of Nuclear Physics (NP)
- Office of Workforce Development for Teachers and Scientists (WDTS)
- Department of Homeland Security (DHS)
- Office of Intelligence (IN)
- National Institute of Health (NIH)
- National Nuclear Security Administration (NNSA)
- Nuclear Regulatory Commission (NRC)

The overall Performance Goal score and grade will be determined by multiplying the Goal score assigned by each of the offices identified above by the cost-based weightings identified for each and then summing them (see Table 1.2, below). The cost-based weights to be utilized for determining the overall score will be determined following the end of the performance period and will be based on actual cost for FY 2025. The overall score earned is then compared to Table 1.3 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science Program Offices, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives, the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2025 as compared to the total cost for those remaining HQ Program Offices.

## **Objectives**

### **1.1 Provide Science and Technology Results with Meaningful Impact on the Field**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- Performance of the Laboratory with respect to proposed research plans;
- Performance of the Laboratory with respect to community impact and peer review; and
- Performance of the Laboratory with respect to impact to DOE (or other customer) mission needs.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Impact of publications on the field, as measured primarily by peer review;
- Impact of S&T results on the field, as measured primarily by peer review;
- Impact of S&T results outside the field indicating broader interest;
- Impact of S&T results on DOE or other customer mission(s);
- Successful stewardship of mission-relevant research areas;
- Delivery on proposed S&T plans;
- Significant awards (Nobel Prizes, R&D 100, FLC, etc.);
- Invited talks, citations, making high-quality data available to the scientific community; and
- Development of tools and techniques that become standards or widely-used in the scientific community.

<b>Letter Grade</b>	<b>Definition</b>
A+	In addition to satisfying the conditions for B+ <ul style="list-style-type: none"> <li>• There are <i>significant research areas</i> for which the Laboratory <i>has exceeded the expectations</i> of the proposed research plans <i>in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected</i>.</li> <li>• S&amp;T conducted at the Laboratory <i>has resolved one of the most critical questions in the field, or has changed the way the research community thinks about a particular field through paradigm shifting discoveries that would be considered the most influential discovery of the decade for that field</i>.</li> <li>• S&amp;T conducted at the Laboratory <i>provided major advances that significantly accelerate DOE or other customer mission(s)</i>.</li> </ul>
A	In addition to satisfying the conditions for B+ <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory <i>exceeded the expectations</i> of the proposed research plans <i>in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected</i>.</li> <li>• <i>All areas</i> of S&amp;T conducted at the Laboratory are of <i>exceptional or outstanding</i> merit and quality.</li> <li>• S&amp;T conducted at the Laboratory <i>has significant positive impact</i> to DOE or other customer missions.</li> </ul>
A-	In addition to satisfying the conditions for B+ <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory <i>exceeded the expectations</i> of the proposed research plans.</li> <li>• <i>Significant areas</i> of S&amp;T conducted at the Laboratory are of <i>exceptional or outstanding</i> merit and quality.</li> <li>• S&amp;T conducted at the Laboratory <i>significantly impact</i> DOE or other customer missions.</li> </ul>

Letter Grade	Definition
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>The Laboratory has successfully executed proposed research plans.</li> <li>S&amp;T conducted at the Laboratory are of <i>high</i> scientific merit and quality.</li> <li>S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul>
B	<ul style="list-style-type: none"> <li>The Laboratory has successfully executed proposed research plans.</li> <li>S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>S&amp;T conducted at the Laboratory are <i>not uniformly of high</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> OR <i>the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
B-	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>The Laboratory has <i>failed to successfully execute</i> proposed research plans <i>but contingencies were in place such that no funding was or will be terminated.</i> OR S&amp;T conducted at the Laboratory <i>does little to advance</i> DOE or other customer missions.</li> <li><i>Significant areas of</i> S&amp;T conducted at the Laboratory are <i>not of high</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> OR <i>the Laboratory do not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
C	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li><i>In several significant aspects,</i> the Laboratory <i>failed to deliver</i> on proposed research plans <i>using available resources such that some funding was or will be terminated</i> OR S&amp;T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions.</li> <li><i>Significant areas of</i> S&amp;T conducted at the Laboratory are <i>of poor</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> AND <i>the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
D	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li><i>Multiple program elements at</i> the Laboratory <i>failed to deliver</i> on proposed research plans <i>using available resources such that significant funding was or will be terminated.</i></li> <li><i>Multiple significant areas of</i> S&amp;T conducted at the Laboratory are <i>of poor</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> AND <i>the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> <li>S&amp;T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions.</li> </ul>
F	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li><i>Multiple program elements at</i> the Laboratory <i>failed to deliver</i> on proposed research plans <i>using available resources resulting in total termination of funding.</i></li> <li><i>Multiple significant areas of</i> S&amp;T conducted at the Laboratory are <i>of poor</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> AND <i>the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities</i> OR <i>the Laboratory has been found to have engaged in gross scientific incompetence and/or scientific fraud.</i></li> <li>S&amp;T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions.</li> </ul>

## 1.2 Provide Quality Leadership in Science and Technology that Advances Community Goals and DOE Mission Goals.

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- Innovativeness / Novelty of research ideas put forward by the Laboratory;
- Extent to which Laboratory staff members take on substantive or formal leadership roles in their community;
- Extent to which Laboratory staff members take on formal leadership roles in DOE, SC and/or other customer activities;
- Extent to which Laboratory staff members contribute thoughtful and thorough peer reviews and other research assessments as requested by DOE, SC or other supporting customers; and
- Extent to which Laboratory staff members champion Laboratory and Community goals to foster an effective work environment in the S&T field.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- Willingness to pursue novel approaches and/or demonstration of innovative solutions to problems;
- Willingness to take on high-risk/high payoff/long-term research problems, evidence that previous risky decisions by the PI/research staff have proved to be correct and are paying off;
- The uniqueness and challenge of science pursued, recognition for doing the best work in the field;
- Extent and quality of collaborative efforts;
- Staff members visible in leadership positions in the scientific community;
- Involvement in professional organizations, National Academies panels and workshops;
- Effectiveness in driving the direction and setting the priorities of the community in a research field;
- Success in competition for resources; and
- Extent and quality of efforts to create new opportunities for the support and mentoring of project personnel (students, postdocs, and/or research staff) from demographic backgrounds historically underrepresented in the field.

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+, the following conditions hold for ALL Laboratory staff:</p> <ul style="list-style-type: none"> <li>• Laboratory staff members have <i>leadership positions</i> in professional organizations AND in <i>National Academy or equivalent panels to discuss and determine further research directions</i>;</li> <li>• Laboratory staff members have <i>leadership positions</i> in DOE and/or in other supporting agency's sponsored workshops and strategic planning activities, for example, Laboratory staff members chair or co-chair DOE-sponsored or other supporting agency-sponsored workshops and strategic planning activities.</li> <li>• The Laboratory program consistently produces and submits competitive proposals that challenge convention and open <i>significant new fields</i> for research that are well aligned with DOE and/or other supporting agency's mission needs and <i>the Laboratory has a strong recognized role in setting priorities and driving the direction in key research areas and are internationally recognized leaders in the field</i>.</li> <li>• Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>



Letter Grade	Definition
A	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>Laboratory staff members have <i>leadership positions</i> in professional organizations AND <i>staff has contributing role in National Academy or equivalent panels to discuss further research directions</i>;</li> <li>Laboratory staff members have <i>leadership positions</i> in DOE and/or in other supporting agency's sponsored workshops and strategic planning activities.</li> <li>The Laboratory program consistently produces and submits competitive proposals that challenge convention and open <i>significant new fields</i> for research that are well aligned with DOE or other supporting agency's mission needs and <i>the Laboratory has a strong recognized role in setting priorities and driving the direction in key research areas</i>.</li> <li>Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>
A-	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>Laboratory staff members have <i>leadership positions</i> in professional organizations OR <i>staff has contributing role in National Academy or equivalent panels to discuss further research directions</i>;</li> <li>Laboratory staff members have <i>leadership positions</i> in DOE and/or other supporting agency's sponsored workshops and strategic planning activities.</li> <li>The Laboratory program consistently submits competitive proposals that challenge convention and open <i>significant new avenues</i> for research that are well aligned with DOE or other supporting agency's mission needs.</li> <li>Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>Laboratory staff members are <i>active participants</i> in professional organizations, committees, and activities, and take on leadership responsibilities commensurate with experience and expertise.</li> <li>Laboratory staff members are <i>active participants</i> in DOE and/or other supporting agency's sponsored workshops and strategic planning activities and.</li> <li>Laboratory staff members contribute thoughtful thorough peer review in a timely manner, when requested by DOE or other supporting agencies.</li> <li>The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE or other supporting agency's mission needs.</li> <li>Laboratory staff are <i>active participants</i> in multi-institutional research collaborations</li> </ul>
B	<ul style="list-style-type: none"> <li>Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE and/or other supporting agencies.</li> <li>The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE and/or other supporting agency's mission needs.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>Although <i>regular participants</i> in professional organizations, committees, and activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff</i>.</li> <li>Although <i>regular participants</i> in DOE and/or other supported agency's sponsored workshops and strategic planning activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff</i>.</li> <li>Although <i>active members</i> of multi-institutional research collaborations, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff</i>.</li> </ul>

Letter Grade	Definition
B-	<ul style="list-style-type: none"> <li>Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE or other supporting agencies.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>The Laboratory program submits competitive proposals <i>but these either lack innovation or are not well aligned with DOE or other supporting agency's mission needs.</i></li> <li>Laboratory staff are <i>infrequent participants</i> in professional organizations, committees, and activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>Laboratory staff are <i>infrequent participants</i> in DOE or other supported agency's sponsored workshops and strategic planning activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>Although <i>active members</i> of multi-institutional research collaborations, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>
C	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>Laboratory staff members <i>do not reliably</i> contribute thoughtful and thorough peer review in a timely manner, when requested by DOE or other supporting agencies.</li> <li><i>Some areas of research, previously supported, are no longer competitive.</i></li> <li>Laboratory staff members are <i>infrequent participants</i> in professional organizations, committees, and activities, AND <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>Laboratory staff members are <i>infrequent participants</i> in DOE or other supported agency's sponsored workshops and strategic planning activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>Although Laboratory staff members are <i>active members</i> of multi-institutional research collaborations, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>
D	The Laboratory fails to meet the conditions for B+ because <i>the Laboratory staff are working on problems that are no longer at the forefront of science and are considered mundane.</i>
F	Review has found the Laboratory staff to be <i>guilty of gross scientific incompetence and/or scientific fraud.</i>

### Notable Outcomes

- IP: Demonstrate the production of non-carrier added Ac-225. (Objective 1.2)

Program Office <sup>2</sup>	Letter Grade	Numerical Score	Weight	Overall Score
<b>Office of Advanced Scientific Computing Research (ASCR)</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall ASCR Total				
<b>Office of Biological and Environmental Research (BER)</b>				
1.1 Impact			60%	
1.2 Leadership			40%	
Overall BER Total				

<sup>2</sup> A complete listing of the Objectives weightings under the S&T Goals for the SC Programs and other customers is provided within Attachment I to this plan.

<b>Office of Basic Energy Sciences (BES)</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall BES Total				
<b>Office of High Energy Physics (HEP)</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall HEP Total				
<b>Office of Isotope R&amp;D and Production (IP)</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall IP Total				
<b>Office of Nuclear Physics (NP)</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall NP Total				
<b>Office of Workforce Development for Teachers and Scientists (WDTS)</b>				
1.1 Impact			65%	
1.2 Leadership			35%	
Overall WDTS Total				
<b>Department of Homeland Security (DHS)</b>				
1.1 Impact			60%	
1.2 Leadership			40%	
Overall DHS Total				
<b>Office of Intelligence (IN)</b>				
1.1 Impact			65%	
1.2 Leadership			35%	
Overall IN Total				
<b>National Institutes of Health (NIH)</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall NIH Total				
<b>National Nuclear Security Administration (NNSA)</b>				
1.1 Impact			61%	
1.2 Leadership			39%	
Overall NNSA Total				
<b>Nuclear Regulatory Commission (NRC)</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall NRC Total				

**Table 1.1 – Program Performance Goal 1.0 Score Development**

Program Office <sup>2</sup>	Letter Grade	Numerical Score	Funding Weight (cost)	Overall Weighted Score
Office of Advanced Scientific Computing Research (ASCR)				
Office of Biological and Environmental Research (BER)				
Office of Basic Energy Sciences (BES)				
Office of High Energy Physics (HEP)				
Office of Isotope R&D and Production (IP)				
Office of Nuclear Physics (NP)				
Office of Workforce Development for Teachers and Scientists (WDTS)				
Department of Homeland Security (DHS)				
Office of Intelligence (IN)				
National Institutes of Health (NIH)				
National Nuclear Security Administration (NNSA)				
Nuclear Regulatory Commission (NRC)				
Performance Goal 1.0 Total				

**Table 1.2 – Overall Performance Goal 1.0 Score Development<sup>3</sup>**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 1.3 – Goal 1.0 Final Letter Grade**

<sup>3</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2025.

**GOAL 2.0      Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities**

**The Laboratory provides effective and efficient strategic planning; fabrication, construction and/or operations of Laboratory research facilities; and are responsive to the user community.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities Goal shall measure the overall effectiveness and performance of the Contractor in planning for and delivering leading-edge specialty research and/or user facilities to ensure that the required capabilities are present to meet complex challenges of today and tomorrow. It also measures the Contractor's innovative operational and programmatic means for implementation of systems that ensures the availability, reliability, and efficiency of these facilities, and the appropriate balance between R&D and user support.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science Program Office as identified below. The Goal score from each Program Office is computed by multiplying each Objective numerical score by the associated weight assigned by that Office, and summing them (see Table 2.1).

- Office of Biological and Environmental Research (BER)
- Office of Basic Energy Sciences (BES)
- Office of High Energy Physics (HEP)
- Office of Isotope R&D and Production (IP)
- Office of Nuclear Physics (NP)

The overall Performance Goal score and grade will be determined by multiplying the Goal score assigned by each of the offices identified above by the cost-based weightings identified for each and then summing them (see Table 2.2 below). The cost-based weights to be utilized for determining the overall score will be determined following the end of the performance period and will be based on actual cost for FY 2025. The overall score earned is then compared to Table 2.3 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by DOE HQ Office of Science's (SC) Program Offices for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives, the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2025 as compared to the total cost for those remaining HQ Program Offices.

**Objectives**

**2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2)**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory's delivery of accurate and timely information required to carry out the critical decision and budget formulation process;
- The Laboratory's ability to meet the intent of DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets;

- The extent to which the Laboratory appropriately assesses risks and contingency needs; and
- The extent to which the Laboratory is effective in its unique management role and partnership with HQ.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- The quality of the scientific justification for proposed facilities resulting from preconceptual R&D;
- The technical quality of conceptual and preliminary designs and the credibility of the associated cost estimates;
- The credibility of plans for the full life cycle of proposed facilities including financing options;
- The leveraging of existing facilities and capabilities of the DOE Laboratory complex in plans for proposed facilities; and
- The novelty and potential impact of new technologies embodied in proposed facilities.

Letter Grade	Definition
A+	In addition to satisfying all conditions for B+, the Laboratory <i>exceeds expectations</i> in <i>all</i> of these categories: <ul style="list-style-type: none"> <li>• The Laboratory is recognized by the research community as the leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate and thoroughly document the potential for transformational scientific advancement.</li> <li>• Approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective.</li> <li>• Reviews repeatedly confirm strong potential for scientific discovery in areas that support the Department's mission, and potential to change a discipline or research area's direction.</li> <li>• The Laboratory identifies, analyzes and champions novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing and these efforts result in significant cost estimate and/or risk reductions without loss or, or while enhancing capability.</li> </ul>
A	In addition to satisfying all conditions for B+, <i>all</i> of the following conditions are also met: <ul style="list-style-type: none"> <li>• The Laboratory is recognized by the research community as a leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate the potential for revolutionary scientific advancement working in partnership with HQ</li> <li>• The Laboratory identifies, analyzes, and champions, to HQ and Site office, novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing.</li> </ul>
A-	In addition to satisfying all conditions for B+, <i>all</i> of the following conditions are also met: <ul style="list-style-type: none"> <li>• The approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective</li> <li>• Reviews repeatedly confirm potential for scientific discovery in areas that support the Department's mission, and potential to change a discipline or research area's direction.</li> </ul>

Letter Grade	Definition
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• The Laboratory displays leadership and commitment in the development of quality analyses, preliminary designs, and related documentation to support the approval of the mission need (CD-0), the alternative selection and cost range (CD-1) and the performance baseline (CD-2).</li> <li>• Documentation requested by the programs is provided in a timely and thorough manner.</li> <li>• The Laboratory keeps DOE apprised of the status, near-term plans and the resolution of problems on a regular basis; anticipates emerging issues that could impact plans and takes the initiative to inform DOE of possible consequences.</li> <li>• The Laboratory solves problems and addresses issues to avoid adverse impacts to the project.</li> </ul>
B	The Laboratory fails to meet expectations in one of the areas listed under B+.
B-	The Laboratory fails to meet expectations in several of the areas listed under B+
C	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the required analyses and documentation developed by the Laboratory are EITHER not innovative, OR reflect a lack of commitment and leadership.
D	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the Laboratory fails to provide a compelling justification for the acquisition.
F	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the approaches proposed by the Laboratory are based on fraudulent assumptions; the science case is weak to non-existent, and the business case is seriously flawed.

## 2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, post CD-2 to CD-4)

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory's adherence to DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets;
- Successful fabrication of facility components by the Laboratory;
- The Laboratory's effectiveness in meeting construction schedule and budget;
- The quality of key Laboratory staff overseeing the project(s); and
- The extent to which the Laboratory maintains open, effective, and timely communication with HQ regarding issues and risks.

Letter Grade	Definition
A+	In addition to satisfying all conditions for A, <ul style="list-style-type: none"> <li>• There is high confidence throughout the execution phase that the project will be completed <i>significantly</i> under budget and/or ahead of schedule while meeting or exceeding all performance baselines;</li> </ul>
A	In addition to satisfying all conditions for B+, <ul style="list-style-type: none"> <li>• The Laboratory has identified and implemented practices that would allow the project scope to be <i>significantly expanded</i> if such were desirable, without impact on baseline cost or schedule;</li> <li>• The Laboratory <i>always</i> provides <i>exemplary</i> project status reports on time to DOE and takes the initiative to communicate emerging problems or issues.</li> <li>• Reviews identify environment, safety and health practices to be <i>exemplary</i>.</li> <li>• There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;</li> </ul>

Letter Grade	Definition
A-	In addition to satisfying all conditions for B+, <ul style="list-style-type: none"> <li>The Laboratory has identified practices that would allow for the project scope to be expanded if such were desirable, without impact on baseline cost or schedule;</li> <li>Problems are identified and corrected by the Laboratory promptly, with no impact on scope, cost or schedule</li> <li>The Laboratory provides <i>particularly useful</i> project status reports on time to DOE and regularly takes the initiative to communicate emerging problems or issues.</li> <li>Reviews identify environment, safety and health practices to <i>exceed expectations</i>.</li> <li>There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;</li> </ul>
B+	The Laboratory has achieved each of the following objectives <ul style="list-style-type: none"> <li>The project meets CD-2 performance measures;</li> <li>The Laboratory provides sustained leadership and commitment to environment, safety and health;</li> <li>Reviews regularly recognize the Laboratory for being proactive in the management of the execution phase of the project;</li> <li>To a large extent, problems are identified and corrected by the Laboratory with little, or no impact on scope, cost or schedule;</li> <li>DOE is kept informed of project status on a regular basis; reviews regularly indicate project is expected to meet its cost/schedule performance baseline.</li> </ul>
B	The Laboratory provides sustained leadership and commitment to environment, safety and health BUT <ul style="list-style-type: none"> <li>The project fails to meet expectations in <i>one</i> of the remaining areas listed under B+.</li> </ul>
B-	The Laboratory provides sustained leadership and commitment to environment, safety and health BUT <ul style="list-style-type: none"> <li>The project fails to meet expectations in <i>several</i> of the areas listed under B+</li> </ul>
C	The Laboratory provides sustained leadership and commitment to environment, safety and health BUT The project fails to meet expectations in <i>several</i> of the areas listed under B+ AND <ul style="list-style-type: none"> <li>Reviews indicate project remains at risk of breaching its cost/schedule performance baseline;</li> <li>Reports to DOE can vary in degree of completeness</li> </ul>
D	The project fails to meet conditions for B+ in at least one of the following areas: <ul style="list-style-type: none"> <li>Reviews indicate project is likely to breach its cost/schedule performance baseline;</li> <li>Laboratory commitment to environment, safety and health issues is inadequate;</li> <li>Reports to DOE are largely incomplete; Laboratory commitment to the project has subsided.</li> </ul>
F	The project fails to meet conditions for B+ in at least one of the following areas: <ul style="list-style-type: none"> <li>Laboratory falsifies data during project execution phase;</li> <li>Shows disdain for executing the project within minimal standards for environment, safety or health,</li> <li>Fails to keep DOE informed of project status;</li> <li>Recent reviews indicate that the project is expected to breach its cost/schedule performance baseline.</li> </ul>

### 2.3 Provide Efficient and Effective Operation of Facilities

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The availability, reliability, performance, and efficiency of Laboratory facility(ies);
- The degree to which the facility is optimally arranged to support the user community;
- The extent to which Laboratory R&D is conducted to develop/expand the capabilities of the facility(ies);
- The Laboratory's effectiveness in balancing resources between facility R&D and user support;



- The quality of the process used to allocate facility time to users; and
- The extent to which the facility’s process for allocating facility time provides access to new users, including users from backgrounds and institutions historically underrepresented in the user community.

Letter Grade	Definition
A+	In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>significantly less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be exemplary and widely regarded as among the ‘best in class’.</li> <li>• The Laboratory took extraordinary means to deliver an extraordinary result for the users and the program in the performance/ review period.</li> </ul>
A	In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in most of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be <i>exemplary</i> and widely regarded as among the ‘best in class.’</li> </ul>
A-	In addition to satisfying all conditions for B+, <i>one</i> of the following conditions is met: <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in any of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be among the best by reviews;</li> </ul>
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• Performance of the facility <i>meets</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, capability (for example, beam delivery, luminosity, peak performance, etc.),</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations occur as planned;</li> <li>• Data on environment, safety, and health continues to be very good as compared with other projects in the DOE.</li> <li>• User surveys meet program expectations and reflect that the Laboratory is responsive to user needs.</li> </ul>
B	The project fails to meet expectations in <i>one</i> of the areas listed under B+.
B-	The project fails to meet expectations in <i>more than one</i> of the areas listed under B+.
C	Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B+; for example, <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low, the number of users is unexpectedly low, capability is well below expectations.</li> <li>• The facility operates at steady state, on cost and on schedule, but the reliability of performance is somewhat below planned values, <b>or</b> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is satisfactory.</li> </ul>
D	Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B+; for example, <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low; capability is well below expectations.</li> <li>• The facility operates somewhat below steady state, on cost and on schedule, and the reliability of performance is somewhat below planned values, <b>or</b> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is inadequate.</li> </ul>

Letter Grade	Definition
F	<ul style="list-style-type: none"> <li>The facility fails to operate; the facility operates well below steady state <b>and/or</b> the reliability of the performance is well below planned values.</li> <li>Laboratory commitment to environment, safety, and health issues is inadequate.</li> </ul>

## 2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The extent to which the facility is being used to perform influential science;
- The Laboratory's efforts to take full advantage of the facility to generate impactful S&T results;
- The extent to which the facility is strengthened by a resident Laboratory research community that pushes the envelope of what the facility can do and/or are among the scientific leaders of the community;
- The Laboratory's ability to appropriately balance access by internal and external user communities; and
- The extent to which there is a healthy program of outreach and technical assistance (e.g., proposal writing workshops) to the scientific community.

Letter Grade	Definition
A+	In addition to meeting all measures under A, <ul style="list-style-type: none"> <li>The Laboratory took extraordinary means to deliver an extraordinary result for a new user community.</li> </ul>
A	In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are met <ul style="list-style-type: none"> <li>An <i>aggressive</i> outreach programs is in place and has been documented as attracting new communities to the facility;</li> <li>Reviews consistently find that the facility capability or scope of research potential <i>significantly</i> exceeds expectations for example, due to newly discovered capabilities or exposure to new research communities; OR Reviews find that multiple disciplines are using the facility in new and novel ways that the facility is being used to pursue influential science.</li> </ul>
A-	In addition to satisfying all conditions for B+, all of the following conditions are met <ul style="list-style-type: none"> <li>A <i>strong</i> outreach program is in place;</li> <li>Reviews find that the facility capability or scope of research potential exceeds expectations for example, due to newly discovered capabilities or exposure to new research communities; OR Reviews document how multiple disciplines are using the facility in new and novel ways and/or that the facility is being used to pursue important science.</li> </ul>
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>Reviews find / validate that the facility is being used for influential science;</li> <li>The scope of facility capabilities is challenged and broadened by resident users;</li> <li>The Laboratory effectively manages user allocations;</li> <li>The Laboratory effectively maintains the facility to required performance standards (for example, runtime, luminosity, etc.)</li> <li>A healthy outreach program is in place.</li> </ul>
B	The Laboratory fails to meet expectations in <i>one</i> of the areas listed under B+
B-	The Laboratory fails to meet expectations in <i>several</i> of the areas listed under B+
C	The Laboratory fails to meet expectations in <i>many</i> of the areas listed under B+
D	Reviews find that there are few facility users, few of whom are using the facility in novel ways to produce impactful science; research base is very thin.

Letter Grade	Definition
F	Laboratory staff does not possess capabilities to operate and/or use the facility adequately.

### **Notable Outcomes**

- **NP:** Within available funding, effectively manage the Electron-Ion Collider project in accordance with DOE Order 413.3B to safely deliver the project scope, including preliminary engineering design activities, preparation for a long-lead procurement Critical Decision, and execution of long-lead procurements. (Objective 2.1)
- **HEP:** Effectively manage and safely execute the assigned project scope for HL-LHC ATLAS project in accordance with DOE Order 413.3B. Performance will be assessed based on execution of baseline scope in FY 2025. (Objective 2.2)

Program Office <sup>4</sup>	Letter Grade	Numerical Score	Weight	Overall Score
<b>Office of Biological and Environmental Research (BER)</b>				
2.1 Provide Effective Facility Design(s)			0%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%	
2.3 Provide Efficient and Effective Operation of Facilities			90%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%	
Overall BER Total				
<b>Office of Basic Energy Sciences (BES)</b>				
2.1 Provide Effective Facility Design(s)			5%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			20%	
2.3 Provide Efficient and Effective Operation of Facilities			40%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			35%	
Overall BES Total				
<b>Office of High Energy Physics (HEP)</b>				
2.1 Provide Effective Facility Design(s)			0%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			70%	
2.3 Provide Efficient and Effective Operation of Facilities			30%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			0%	
Overall HEP Total				
<b>Office of Isotope R&amp;D and Production (IP)</b>				
2.1 Provide Effective Facility Design(s)			10%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%	
2.3 Provide Efficient and Effective Operation of Facilities			80%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%	
Overall IP Total				

<sup>4</sup> A complete listing of the Objectives weightings under the S&T Goals for the SC Programs and other customers is provided within Attachment I to this plan.

Program Office <sup>4</sup>	Letter Grade	Numerical Score	Weight	Overall Score
<b>Office of Nuclear Physics (NP)</b>				
2.1 Provide Effective Facility Design(s)			30%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%	
2.3 Provide Efficient and Effective Operation of Facilities			55%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			15%	
Overall NP Total				

**Table 2.1 – Program Performance Goal 2.0 Score Development**

Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Overall Weighted Score
<b>Office of Biological and Environmental Research (BER)</b>				
<b>Office of Basic Energy Sciences (BES)</b>				
<b>Office of High Energy Physics (HEP)</b>				
<b>Office of Isotope R&amp;D and Production (IP)</b>				
<b>Office of Nuclear Physics (NP)</b>				
Performance Goal 2.0 Total				

**Table 2.2 – Overall Performance Goal 2.0 Score Development<sup>5</sup>**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 2.3 – Goal 2.0 Final Letter Grade**

<sup>5</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2025.

### **GOAL 3.0      Provide Effective and Efficient Science and Technology Program Management**

**The Laboratory provides effective program vision and leadership; strategic planning and development of initiatives; recruits and retains a quality scientific workforce; and provides outstanding research processes, which improve research productivity.**

The weight of this Goal is 25%.

The Provide Effective and Efficient Science and Technology Program Management Goal shall measure the Contractor's overall management in executing S&T programs. Dimensions of program management covered include: 1) providing key competencies to support research programs to include key staffing requirements; 2) providing quality research plans that take into account technical risks, identify actions to mitigate risks; and 3) maintaining effective communications with customers to include providing quality responses to customer needs.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science Program Offices, other cognizant HQ Program Offices, and other customers as identified below. The Goal score from each HQ Program Office and/or customer is computed by multiplying each Objective numerical score by the associated weight assigned by that Office/customer, and summing them (see Table 3.1).

- Office of Advanced Scientific Computing Research (ASCR)
- Office of Biological and Environmental Research (BER)
- Office of Basic Energy Sciences (BES)
- Office of High Energy Physics (HEP)
- Office of Isotope R&D and Production (IP)
- Office of Nuclear Physics (NP)
- Office of Workforce Development for Teachers and Scientists (WDTS)
- Department of Homeland Security (DHS)
- Office of Intelligence (IN)
- National Institutes of Health (NIH)
- National Nuclear Security Administration (NNSA)
- Nuclear Regulatory Commission (NRC)

The overall Performance Goal score and grade will be determined by multiplying the Goal score assigned by each of the offices identified above by the cost-based weightings identified for each and then summing them (see Table 3.2 below). The cost-based weights to be utilized for determining the overall score will be determined following the end of the performance period and will be based on actual cost for FY 2025. The overall score earned is then compared to Table 3.3 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science Program Offices, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives, the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2025 as compared to the total cost for those remaining HQ Program Offices.

## **Objectives**

### **3.1 Provide Effective and Efficient Strategic Planning and Stewardship of Scientific Capabilities and Program Vision**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The quality of the Laboratory’s strategic plan;
- The extent to which the Laboratory shows strategic vision for research;
- The extent to which programs of research take advantage of Laboratory capabilities—research programs are more than the sum of their individual project parts;
- The extent to which the Laboratory undertakes research for which it is uniquely qualified;
- The extent to which lab plans are aligned with DOE or other supporting agency’s mission goals;
- The extent to which the Laboratory programs are balanced between high-/low- risk research for a sustainable program; and
- The extent to which the Laboratory is able to retain and recruit high quality staff for a sustainable program, including staff from backgrounds historically underrepresented in the field.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Articulation of scientific vision;
- Development and maintenance of core competencies;
- Ability to attract and retain highly qualified staff;
- Efficiency and effectiveness of joint planning (e.g., workshops) with outside community;
- Creativity and robustness of ideas for new facilities and research programs;
- Willingness to take on high-risk/high payoff/long-term research problems, evidence that the Laboratory “guessed right” in that previous risky decisions proved to be correct and are paying off; and
- The depth and breadth of Laboratory research portfolio and its potential for growth.

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve each of the following:</p> <ul style="list-style-type: none"> <li>• <i>Most</i> of the Laboratory’s core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>most</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off;</li> <li>• The Laboratory has succeeded in developing new core competencies of <i>outstanding</i> quality in areas both exploratory, high-risk research and research that is vital to the DOE/SC or other supporting agency’s missions.</li> </ul>

Letter Grade	Definition
A	In addition to satisfying the conditions for B+, the execution of the Laboratory's strategic plan has enabled the Laboratory to achieve the following: <ul style="list-style-type: none"> <li>• <i>Several</i> of the Laboratory's core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>several</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off</li> <li>• The Laboratory has succeeded in developing <i>new</i> core competencies of <i>high</i> quality in areas both exploratory, high-risk research and research that is vital to the DOE/SC or other supporting agency's missions.</li> </ul>
A-	In addition to satisfying the conditions for B+, the execution of the Laboratory's strategic plan has enabled the Laboratory to achieve at least one of the following: <ul style="list-style-type: none"> <li>• At least one of the Laboratory's core competencies is recognized as <i>world-leading</i>;</li> <li>• The Laboratory has attracted and retained <i>world-leading</i> scientists in one or more programs;</li> <li>• The Laboratory has a coherent plan for addressing future workforce challenges.</li> </ul>
B+	The execution of the Laboratory's strategic plan has enabled the Laboratory to achieve each of the following objectives: <ul style="list-style-type: none"> <li>• The Laboratory has articulated a coherent and compelling strategic plan that has been developed with input from external research communities and headquarters guidance, which, where appropriate, includes a coherent plan for building smaller research programs into new core competencies; and reallocates resources away from less effective programs.</li> <li>• The Laboratory has demonstrated the ability to attract and retain professional scientific staff in support of its strategic vision.</li> <li>• The portfolio of Laboratory research balances the needs for both high-risk/ high-payoff research and stewardship of mission-critical research.</li> <li>• The Laboratory's research portfolio takes advantage of unique capabilities at the Laboratory.</li> <li>• The Laboratory's research portfolio includes activities for which the Laboratory is uniquely capable.</li> </ul>
B	The Laboratory fails to satisfy one of the conditions for B+; for example <ul style="list-style-type: none"> <li>• The Laboratory's strategic plan is only <i>partially</i> coherent and is not entirely well-connected with external communities;</li> <li>• The portfolio of Laboratory research does <i>not</i> appropriately balance high-risk/ high-payoff research and stewardship of mission-critical research;</li> <li>• The Laboratory has developed and maintained <i>some, but not all</i>, of its core competencies.</li> <li>• The plan to attract and retain professional scientific staff is <i>lacking</i> strategic vision.</li> </ul>
B-	The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following: <ul style="list-style-type: none"> <li>• Weak programmatic vision insufficiently connected with external communities;</li> <li>• Development and maintenance of only a few core competencies</li> <li>• Little attention to maintaining the correct balance between high-risk and mission-critical research;</li> <li>• Inability to attract and retain talented scientists in some programs.</li> </ul>
C	The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following reasons: <ul style="list-style-type: none"> <li>• The Laboratory's strategic plan lacks strategic vision and lacks appropriate coordination with appropriate stakeholders including external research groups.</li> <li>• The Laboratory's strategic plan does not provide for sufficient maintenance of core competencies</li> <li>• Plan to attract and retain professional scientific staff is unlikely to be successful or does not focus on strategic capabilities.</li> </ul>
D	The Laboratory fails to satisfy <i>several</i> of the conditions for B+, and specifically <ul style="list-style-type: none"> <li>• The Laboratory has demonstrated little effort in developing a strategic plan.</li> <li>• The Laboratory has done little to develop and maintain core competencies</li> <li>• The Laboratory has had minimal success in attracting and retaining professional scientific staff.</li> </ul>

Letter Grade	Definition
F	<p>The Laboratory has:</p> <ul style="list-style-type: none"> <li>• Made limited or ineffective attempts to develop a strategic plan;</li> <li>• Not demonstrated the ability to develop and maintain core competencies, has failed to propose high-risk/high-reward research and has failed to steward mission-critical areas;</li> <li>• Failed to attract even reasonably competent scientists and technical staff.</li> </ul>

### 3.2 Provide Effective and Efficient Science and Technology Project/Program/Facilities Management

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory's management of R&D programs and facilities according to proposed plans;
- The extent to which the Laboratory's management of projects/programs/facilities supports the Laboratory strategic plan;
- Adequacy of the Laboratory's consideration of technical risks;
- The extent to which the Laboratory is successful in identifying/avoiding technical problems;
- Effectiveness in leveraging across multiple areas of research and between research and facility capabilities;
- The extent to which the Laboratory demonstrates a willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.);
- The use of LDRD and other Laboratory investments and overhead funds to improve the competitiveness of the Laboratory; and
- The extent to which the Laboratory management fosters a safe, inclusive, and professional work environment and promotes staff professional development and growth.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Laboratory plans that are reviewed by experts outside of lab management and/or include broadly-based input from within the Laboratory.

Letter Grade	Definition
A+	<p>In addition to meeting all expectations under A,</p> <ul style="list-style-type: none"> <li>• The Laboratory has taken extraordinary measures to deliver an extraordinary result of critical importance to DOE or other relevant supporting agency's missions, which could include the delivery of a critical technology or insight in response to a National emergency.</li> </ul>
A	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> <li>• The Laboratory's implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations that exceed program expectations in <i>several</i> programmatic areas. Examples are listed under A-.</li> </ul>



Letter Grade	Definition
A-	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> <li>• The Laboratory's implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations that exceed program expectations in <i>more than one</i> programmatic area. Examples of performance that exceeds expectations include:</li> <li>• The Laboratory's implementation of project/program/facility plans has led directly to significant cost savings and/or significantly higher productivity than expected;</li> <li>• Project/program/facility plans prove to be robust against changing scientific and fiscal conditions through contingency planning;</li> <li>• The Laboratory has demonstrated creativity and forceful leadership in development and/or proactive management of its project/program/facility plans to reduce or eliminate risk;</li> <li>• The Laboratory's proposals for new initiatives are funded through reallocation of resources from less effective programs.</li> <li>• Research plans and management actions are proactive, not reactive, as evidenced by making hard decisions and taking strong actions; and</li> <li>• Management is prepared for budget fluctuations and changes in DOE or other supporting agency's program priorities – multiple contingencies are planned for; and</li> <li>• LDRD investments, overhead funds, and other Laboratory funds are used to strengthen lab plans and fill critical gaps in the Laboratory portfolio enabling it to respond to future DOE or other relevant supporting agency's initiatives and/or national emergencies.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>• Project/program/facility plans are consistent with known budgets, are based on reasonable assessments of technical risk, are well-aligned with DOE or other relevant supporting agency's interests, provide sufficient flexibility to respond to unforeseen directives and opportunities, and effectively leverage other Laboratory resources and expertise.</li> <li>• The Laboratory has implemented the project/program/facility plans and has effective methods of tracking progress.</li> <li>• The Laboratory demonstrates willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.).</li> <li>• The Laboratory's implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations.</li> <li>• LDRD investments and other overhead funds are managed appropriately.</li> </ul>
B	<ul style="list-style-type: none"> <li>• Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>• The Laboratory has implemented the project/program/facility plans.</li> </ul> <p>BUT the Laboratory fails to meet <i>at least one of</i> the conditions for B+.</p>
B-	<ul style="list-style-type: none"> <li>• Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>• The Laboratory has implemented the project/program/facility plans.</li> </ul> <p>BUT the Laboratory fails to meet <i>several of</i> the conditions for B+.</p>
C	<ul style="list-style-type: none"> <li>• Project/program/facility plans exist for most major projects/programs/facilities.</li> </ul> <p>BUT the Laboratory has failed to implement the project/program/facility plans AND the Laboratory fails to meet <i>several of</i> the conditions for B+.</p>
D	<ul style="list-style-type: none"> <li>• Project/program/facility plans do not exist for a significant fraction of the Laboratory's major projects/programs/facilities;</li> <li>OR</li> <li>• Significant work at the Laboratory is not in alignment with the project/program/facility plans</li> </ul>
F	The Laboratory has failed to conduct project/program/facility planning activities.

### 3.3 Provide Efficient and Effective Communications and Responsiveness to Headquarters Needs

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The quality, accuracy and timeliness of the Laboratory's response to customer requests for information;
- The extent to which the Laboratory provides point-of-contact resources and maintains effective internal communications hierarchies to facilitate efficient determination of the appropriate point-of-contact for a given issue or program element;
- The effectiveness of the Laboratory's communications and depth of responsiveness under extraordinary or critical circumstances; and
- The effectiveness of Laboratory management in accentuating the importance of communication and responsiveness.

Letter Grade	Definition
A+	In addition to meeting all expectations under A, <ul style="list-style-type: none"> <li>• The Laboratory's effective communication and extraordinary responsiveness in the face of extreme situations or a national emergency had a materially positive impact on the outcome of the event and/or DOE or other relevant supporting agency's mission objectives</li> </ul>
A	In addition to satisfying the conditions for B+, the Laboratory also meets all of the following: <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices;</li> <li>• Communication channels are well-defined and information is effectively conveyed;</li> <li>• Responses to HQ requests for information from all Laboratory representatives are prompt, thorough, correct and succinct; important or critical information is delivered in real-time;</li> <li>• Laboratory representatives <i>always</i> initiate a communication with HQ on emerging Laboratory issues; headquarters is never surprised to learn of emerging Laboratory issues through outside channels.</li> </ul>
A-	In addition to satisfying the conditions for B+, <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices;</li> <li>• Responses to requests for information are prompt, thorough, and economical/succinct at all levels of interaction;</li> <li>• Laboratory representatives <i>often</i> initiate communication with HQ on emerging Laboratory issues; and</li> <li>• under critical circumstances, essential information is delivered in real-time</li> </ul>
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• Staff throughout the Laboratory organization engage in good communication practices;</li> <li>• Responses to requests for information are prompt and thorough;</li> <li>• The accuracy and integrity of the information provided is never in doubt;</li> <li>• Up-to-date point-of-contact information is widely available for all programmatic areas; and</li> <li>• Headquarters is always and promptly informed of both positive and negative events at the Laboratory</li> </ul>
B	The Laboratory failed to meet the conditions for B+ <i>in a few instances</i>
B-	The Laboratory fails to meet the conditions for B+ for <i>one</i> of the following reasons: <ul style="list-style-type: none"> <li>• Responses to requests for information do not provide the minimum requirements to meet HQ needs; While the integrity of the information provided is never in doubt, its accuracy sometimes is;</li> <li>• Laboratory representatives do not take the initiative to alert HQ to emerging Laboratory issues.</li> </ul>

Letter Grade	Definition
C	The Laboratory fails to meet the conditions for B+ for <i>one or more</i> of the following reasons: <ul style="list-style-type: none"> <li>• Responses to requests for information frequently fail to provide the minimum requirements to meet HQ needs</li> <li>• The Laboratory used outside channels or circumvented HQ in conveying critical information;</li> <li>• The integrity and/or accuracy of information provided is sometimes in doubt;</li> <li>• Laboratory management fails to demonstrate that its employees are held accountable for ensuring effective communication and responsiveness;</li> <li>• Laboratory representatives failed to alert HQ to emerging Laboratory issues.</li> </ul>
D	The Laboratory fails to meet the conditions for B+ for one of the following reasons: <ul style="list-style-type: none"> <li>• Laboratory staff are generally well-intentioned in communication but consistently ineffective and/or incompetent;</li> <li>• The Laboratory management fails to emphasize the importance of effective communication and responsiveness</li> </ul>
F	The Laboratory fails to meet the conditions for B+ for one of the following reasons <ul style="list-style-type: none"> <li>• Laboratory staff are openly hostile and/or non-responsive to requests for information – emails and phone calls are consistently ignored;</li> <li>• Responses to requests for information are consistently incorrect, inaccurate or fraudulent – information is not organized, is incomplete, or is fabricated.</li> </ul>

### Notable Outcomes

- **BES:** Update the strategic plan for the research portfolio supported by BES-CSGB. The plan should address staff and portfolio evolution, interaction between theory/computation and experiment, and programmatic prioritization, recognizing budgetary considerations. (Objective 3.1)
- **ASCR:** Ensure that all communications related to Artificial Intelligence between the lab and SC, DOE, vendors, the Administration and Congress are aligned with DOE/ASCR goals, strategies and guidance. (Objective 3.3)

Program Office <sup>6</sup>	Letter Grade	Numerical Score	Weight	Overall Score
<b>Office of Advanced Scientific Computing Research (ASCR)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			40%	
3.3 Communications and Responsiveness			30%	
Overall ASCR Total				
<b>Office of Biological and Environmental Research (BER)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			20%	
3.2 Project/Program /Facilities Management			30%	
3.3 Communications and Responsiveness			50%	
Overall BER Total				

<sup>6</sup> A complete listing of the Objectives weightings under the S&T Goals for the SC Programs and other customers is provided within Attachment I to this plan.

<b>Program Office<sup>6</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Overall Score</b>
<b>Office of Basic Energy Sciences (BES)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			40%	
3.3 Communications and Responsiveness			30%	
<b>Overall BES Total</b>				
<b>Office of High Energy Physics (HEP)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			35%	
3.2 Project/Program /Facilities Management			40%	
3.3 Communications and Responsiveness			25%	
<b>Overall HEP Total</b>				
<b>Office of Isotope R&amp;D Production (IP)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			40%	
3.3 Communications and Responsiveness			30%	
<b>Overall IP Total</b>				
<b>Office of Nuclear Physics (NP)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			40%	
3.3 Communications and Responsiveness			30%	
<b>Overall NP Total</b>				
<b>Office of Workforce Development for Teachers and Scientists (WDTS)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			15%	
3.2 Project/Program /Facilities Management			35%	
3.3 Communications and Responsiveness			50%	
<b>Overall WDTS Total</b>				
<b>Department of Homeland Security (DHS)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			35%	
3.2 Project/Program /Facilities Management			35%	
3.3 Communications and Responsiveness			30%	
<b>Overall DHS Total</b>				
<b>Office of Intelligence (IN)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			25%	
3.2 Project/Program /Facilities Management			40%	
3.3 Communications and Responsiveness			35%	
<b>Overall IN Total</b>				
<b>National Institutes of Health (NIH)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			50%	
3.2 Project/Program /Facilities Management			50%	
3.3 Communications and Responsiveness			0%	
<b>Overall NIH Total</b>				
<b>National Nuclear Security Administration (NNSA)</b>				

<b>Program Office<sup>6</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Overall Score</b>
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			39%	
3.3 Communications and Responsiveness			31%	
<b>Overall NNSA Total</b>				
<b>Nuclear Regulatory Commission (NRC)</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			34%	
3.2 Project/Program /Facilities Management			33%	
3.3 Communications and Responsiveness			33%	
<b>Overall NRC Total</b>				

**Table 3.1 – Program Performance Goal 3.0 Score Development**

**Nuclear Regulatory Commission**

<b>HQ Program Office</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Funding Weight (cost)</b>	<b>Overall Weighted Score</b>
<b>Office of Advanced Scientific Computing Research (ASCR)</b>				
<b>Office of Biological and Environmental Research (BER)</b>				
<b>Office of Basic Energy Sciences (BES)</b>				
<b>Office of High Energy Physics (HEP)</b>				
<b>Office of Isotope R&amp;D and Production (IP)</b>				
<b>Office of Nuclear Physics (NP)</b>				
<b>Office of Workforce Development for Teachers and Scientists (WDTS)</b>				
<b>Department of Homeland Security (DHS)</b>				
<b>Office of Intelligence (IN)</b>				
<b>National Institutes of Health (NIH)</b>				
<b>National Nuclear Security Administration (NNSA)</b>				
<b>Nuclear Regulatory Commission (NRC)</b>				
<b>Performance Goal 3.0 Total</b>				

**Table 3.2 – Overall Performance Goal 3.0 Score Development<sup>7</sup>**

<b>Total Score</b>	<b>4.3-4.1</b>	<b>4.0-3.8</b>	<b>3.7-3.5</b>	<b>3.4-3.1</b>	<b>3.0-2.8</b>	<b>2.7-2.5</b>	<b>2.4-2.1</b>	<b>2.0-1.8</b>	<b>1.7-1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 3.3 – Goal 3.0 Final Letter Grade**

<sup>7</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2025.

## Attachment I

### Program Office Goal & Objective Weightings Office of Science

	ASCR Weight	BER Weight	BES Weight	HEP Weight	NP Weight	WDTS Weight	IP Weight
<b>Goal 1.0 Mission Accomplishment</b>							
1.1 Impact	50%	60%	50%	50%	50%	65%	50%
1.2 Leadership	50%	40%	50%	50%	50%	35%	50%
<b>Goal 2.0 Design, Fabrication, Construction and Operation of Facilities</b>							
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)	0%	0%	5%	0%	30%	0%	10%
2.2 Construction of Facility / Fabrication of Components (execution phase, Post CD-2 to CD-4)	0%	0%	20%	70%	0%	0%	0%
2.3 Operation of Facility	0%	90%	40%	30%	55%	0%	80%
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community	0%	10%	35%	0%	15%	0%	10%
<b>Goal 3.0 Program Management</b>							
3.1 Effective and Efficient Strategic Planning and Stewardship	30%	20%	30%	35%	30%	15%	30%
3.2 Project/Program/Facilities Management	40%	30%	40%	40%	40%	35%	40%
3.3 Communications and Responsiveness	30%	50%	30%	25%	30%	50%	30%

## Attachment I

### Program Office Goal & Objective Weightings All Other Customers<sup>8</sup>

	NNSA	NRC	DHS	IN	NIH
	Weight	Weight	Weight	Weight	Weight
<b>Goal 1.0 Mission Accomplishment</b>					
1.1 Impact	61%	50%	60%	65%	50%
1.2 Leadership	39%	50%	40%	35%	50%
<b>Goal 3.0 Program Management</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship	30%	34%	35%	25%	50%
3.2 Project/Program/Facilities Management	39%	33%	35%	40%	50%
3.3 Communications and Responsiveness	31%	33%	30%	35%	0%

<sup>8</sup> Objective weightings indicated for non-science customers are reflective of FY 2025 weightings and will be updated as those customers provide their weightings. Final Objective weightings will be incorporated, as appropriate, once they are determined by each HQ Program Office and provided to the Site Office. Should a HQ Program Office fail to provide final Objective weightings before the end of the first quarter FY 2025 the preliminary weightings provided shall become final.

#### **GOAL 4.0 Provide Sound and Competent Leadership and Stewardship of the Laboratory**

**This Goal evaluates the Contractor’s Leadership capabilities in leading the direction of the overall Laboratory, the responsiveness of the Contractor to issues and opportunities for continuous improvement, and corporate office involvement/commitment to the overall success of the Laboratory.**

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in overall Contractor Leadership’s planning for, integration of, responsiveness to and support for the overall success of the Laboratory. This may include, but is not limited to, the quality of Laboratory Vision/Mission strategic planning documentation and progress in realizing the Laboratory vision/mission; the ability to establish and maintain long-term partnerships/relationships with the scientific and local communities as well as private industry that advance, expand, and benefit the ongoing Laboratory mission(s) and/or provide new opportunities/capabilities; implementation of a robust assurance system with support from the Laboratory and Corporate Leadership; Laboratory Leadership’s ability to facilitate and effectively manage external engagements and partnerships; Laboratory and Corporate Leadership’s ability to instill responsibility and accountability down and through the entire organization; overall effectiveness of communications with DOE; understanding, management and allocation of the costs of doing business at the Laboratory commensurate with associated risks and benefits; utilization of corporate resources to establish joint appointments or other programs/projects/activities to strengthen the Laboratory; and advancing excellence in stakeholder relations to include good corporate citizenship within the local community.

#### **Objectives:**

##### **4.1 Leadership and Stewardship of the Laboratory**

***By which we mean:*** The performance of the laboratory’s senior management team as demonstrated by their ability to do such things as:

- Define an exciting yet realistic scientific vision for the future of the laboratory;
- Make progress in realizing the vision for the laboratory; and,
- Establish and maintain long-term partnerships/relationships that maintain appropriate relations with the scientific and local communities.

<b>Letter Grade</b>	<b>Definition</b>
A+	The Senior Leadership of the laboratory has made outstanding progress (on an order of magnitude scale) over the previous year in realizing their vision for the laboratory and has had a demonstrable impact on the Department and the Nation. Strategic plans are of outstanding quality, have been externally recognized and referenced for their excellence, and have an impact on the vision/plans of other national laboratories. The Senior leadership of the laboratory may have faced very difficult challenges and plotted, successfully, its own course through the difficulty, with minimal handholding by the Department. Partners in the scientific and local communities applaud the laboratory in national fora, and the Department is strengthened by this.
A	The Senior Leadership of the laboratory has made significant progress over the previous year in realizing their vision for the laboratory and has through this has had a demonstrable positive impact on the Office of Science and the Department. Strategic plans are of outstanding quality and recognize and reflect the vision/plans of other national laboratories. Faced with difficult challenges, actions were taken by the Senior leadership of the laboratory to redirect laboratory activities to enhance the long-term future of the laboratory. Partners in the scientific and local communities applaud the laboratory in national fora, and the Department is strengthened by this.



Letter Grade	Definition
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.
B+	The Senior Leadership of the laboratory has made significant progress over the previous year in realizing their vision for the laboratory. Strategic plans present long-range goals that are both exciting and realistic. Decisions and actions taken by the lab leadership align work, facilities, equipment and technical capabilities with the laboratory vision and plan. The Senior leadership of the laboratory faced difficult challenges and successfully plotted its own course through the difficulty, with help from the Department. Partners in the scientific and local communities are supportive of the laboratory.
B	The Senior Leadership of the laboratory has made little progress over the previous year in realizing their vision for the laboratory. Strategic plans present long-range goals that are exciting and realistic; however DOE is not fully confident that the laboratory is taking the actions necessary for the goals to be achieved. The Laboratory is not fully engaged with its partners/relationships in the scientific and local communities to maximize the potential benefits these relations have for the laboratory.
C	The Senior Leadership of the laboratory has made no progress over the previous year in realizing their vision for the laboratory or aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long-range goals that are either unexciting or unrealistic. Business plans exist, but they are not linked to the strategic plan and do not inspire DOE's confidence that the strategic goals will be achieved. Partnerships with the scientific and local communities with potential to advance the laboratory exist, but they may not always be consistent with the mission of or vision for the laboratory. Affected communities and stakeholders are mostly supportive of the laboratory and aligned with the management's vision for the laboratory.
D	The Senior Leadership of the laboratory has made no progress or has backslid over the previous year in realizing their vision for the laboratory or in aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long-range goals that are neither exciting nor realistic. Partnerships that may advance the Laboratory towards strategic goals are inappropriate, unidentified, or unlikely. Affected communities and stakeholders are not adequately engaged with the laboratory and indicate non-alignment with DOE priorities.
F	The Senior Leadership of the laboratory has made no progress or has backslid over the previous year in realizing their vision for the laboratory or in or aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long-range goals that are not aligned with DOE priorities or the mission of the laboratory. Partnerships that may advance the Laboratory towards strategic goals are inappropriate, unidentified, and unlikely, and/or the senior management team does not demonstrate a concerted effort to develop, leverage, and maintain relations with the scientific and local communities to assist the laboratory in achieving a successful future. Affected communities and stakeholders are openly non-supportive of the laboratory and DOE priorities.

## 4.2 Management and Operation of the Laboratory

**By which we mean:** The performance of the laboratory's senior management team as demonstrated by their ability to do such things as:

- Implement a robust contractor assurance system,
- Understand the costs of doing business at the laboratory and prioritize the management and allocation of these costs commensurate with their associated risks and benefits,
- Instill a culture of accountability and responsibility down and through the entire organization; and,
- Ensure good and timely communication between the laboratory and SC headquarters and the Site Office so that DOE can deal effectively with both internal and external constituencies.

Letter Grade	Definition
A+	The laboratory has a nationally or internationally recognized contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk and is working to help others internal and external to the Department establish similarly outstanding practices. The laboratory understands the drivers of cost at their lab and are prioritizing and managing these costs commensurate with the associated risks and benefits to the laboratory and the SC laboratory system. Laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization. Communication between the laboratory and SC headquarters and the Site Office is such that all the national laboratories and the Department as a whole benefits.
A	The laboratory has improved dramatically in the last year in all of the following: building a robust and transparent contractor assurance system that integrates internal and external (corporate) evaluation processes to evaluate risk; demonstrating the use of this system in making decisions that are aligned with the laboratory's vision and strategic plan; understanding the drivers of cost at their lab, and prioritizing and managing these costs consistent with their associated risks and benefits to the laboratory and the SC laboratory system; demonstrating laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization; assuring communication between the laboratory and SC headquarters that is beneficial to both the lab and SC.
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.
B+	The laboratory has a robust and transparent contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk and demonstrates implementation across management systems. The laboratory can further demonstrate use of this system in making decisions that are aligned with the laboratory's vision and strategic plan. The laboratory understands the drivers of cost at their lab and are prioritizing and managing these costs commensurate with the associated risks and benefits to the laboratory and the SC laboratory system. Laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization. Communication between the laboratory and SC headquarters and the Site Office is such that there are no surprises or embarrassments.
B	The laboratory has a contractor assurance system in place but further improvements are necessary, or the link between the CAS and the laboratory's decision-making processes and resulting implementation are not evident. The laboratory understands the drivers of cost at their lab, but they are not prioritizing and managing these costs as well as they should to be commensurate with the associated risks and benefits to the laboratory and the SC laboratory system. Laboratory management and processes reflect a sense of accountability and responsibility with is mostly evident down and through the entire organization. Communication between the laboratory and SC headquarters and the Site Office is such that there are no significant surprises or embarrassments.
C	The laboratory lacks a robust and transparent contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk. The laboratory cannot demonstrate use of this system in making decisions that are aligned with the laboratory's vision and strategic plan. The laboratory does not fully understand the drivers of cost at their lab, and thus are not prioritizing and managing these costs as well as they should to be commensurate with the associated risks and benefits to the laboratory and the SC laboratory system. Communication between the laboratory and SC headquarters and the Site Office is such that there has been at least one significant surprise or embarrassment.
D	The laboratory lacks a contractor assurance system, doesn't understand the drivers of cost at their lab, and is not prioritizing and managing costs. SC HQ must intercede in management decisions. Poor communication between the laboratory and SC headquarters and the Site Office has resulted in more than one significant surprise or embarrassment.
F	Lack of management by the laboratory's senior management has put the future of the laboratory at risk or has significantly hurt the reputation of the Office of Science.

### 4.3 Leadership of External Engagements and Partnerships

***By which we mean:*** the performance of the laboratory leadership team to achieve the following:

- Establish a vision for shepherding technology transfer and commercialization, education and workforce development, and community-based activities at the laboratory that aligns with the laboratory's unique expertise, facilities, and technology portfolio with the intent of advancing the DOE mission, national security, and economic prosperity for the United States.
- Implement an effective laboratory-wide technology transfer and commercialization strategy that is data-driven, grounded in evidence-based practices, and shows measurable progress towards achieving goals.
- Broadly deploy laboratory capabilities, intellectual property, and technologies to support and impact industry and other key non-DOE customer needs through Cooperative Research and Development Agreements (CRADA), Strategic Partnership Project (SPP) Agreements, and/or Agreements for Commercializing Technology (ACT), user facility access, and technology based economic development and Intellectual Property (IRP) management and licensing.
- Identify potential partners, implement outreach activities, and manage external engagements that enhance technology transfer and commercialization, education and workforce development, accomplish community-based objectives, and develop feedback loops with industry, academia, and community groups that inform planned and ongoing mission activities in the laboratory.
- Develop and leverage appropriate relationships with industry, academia, local, state, and federal government, community groups, and tribes (e.g., public-private partnerships and long-term research collaborations) to address barriers to technology transfer, commercialization, and dissemination and ultimately benefit the laboratory, DOE, the local and regional population, and the U.S. taxpayer.
- Facilitate regional partnerships and initiatives with industry, academia, including HBCUs, MSIs, and community colleges, K-12 schools, local, state, and federal government organizations, regional economic development organizations, community groups, and tribes, among other groups (e.g., STEM outreach programs) to improve technology transfer, commercialization, and dissemination, and ultimately contribute to the local economy, workforce development, and community-based activities.
- Foster a culture of entrepreneurship and community engagement at the laboratory that encourages staff at all levels to consider and implement new initiatives that enhance technology transfer and commercialization, education and workforce development, and community-based activities.

Letter Grade	Definition
A+	<p>Laboratory leadership has an exemplary vision for shepherding technology transfer and commercialization, education and workforce development, and community-based activities at the laboratory that aligns with the laboratory’s unique expertise, facilities, and technology portfolio with the intent of advancing the DOE mission, national security, and economic prosperity for the United States.</p> <p>The laboratory is recognized across the DOE complex for its preeminent leadership and excellence in:</p> <ul style="list-style-type: none"> <li>• identifying, engaging, and leveraging relationships with industry, other labs, academia, local, state, and federal government, community groups, and tribes to drive technology transfer and commercialization, education and workforce development, and community-based activities that benefit the laboratory, DOE, the local and regional population, and the U.S. taxpayer;</li> <li>• facilitating regional partnerships and initiatives that contribute to the local economy, workforce development, and community-based activities;</li> <li>• fostering a culture of entrepreneurship and community engagement at the laboratory that encourages staff at all levels to consider and implement initiatives that enhance technology transfer and commercialization, education and workforce development, and community-based programs;</li> <li>• developing and submitting, as the prime applicant, applications for funding to public and private sector institutions and receiving funding from such institutions for technology transfer and commercialization-related projects;</li> <li>• encouraging multi-lab collaborations and joint technology development partnerships by participating in the development and submission of funding applications;</li> <li>• leveraging funding from public and private sector entities, including philanthropic institutions, to advance and achieve DOE technology transfer and commercialization goals;</li> <li>• supporting regional innovation ecosystems through technical services, education and mentorship programs, and partnerships that support start-up incubation and technology acceleration of DOE-funded technologies and external technologies that support the DOE mission;</li> <li>• partnering with the public and private sectors to develop, contribute to, and review technology transfer and commercialization strategies based on robust market analyses to support the transfer and commercialization of technologies across the research, development, demonstration, and deployment (RDD&amp;D) continuum; and,</li> <li>• contributing as members and serving in leadership positions in the Technology Transfer Working Group (TTWG), the National Laboratory Technology Transfer (NLTT) council, and other working and coordination groups established by DOE Headquarters.</li> </ul> <p>The laboratory is recognized across the complex for being highly effective in developing national and regional public and private partnerships that significantly enhance DOE and laboratory outreach efforts and scientific missions. The laboratory staff are strongly encouraged to seek out and pursue potential technology transfer and commercialization, education and workforce development, and community-based activities that are clearly connected and/or complementary to their research and opportunities are available for staff to pursue such activities. The laboratory can demonstrate how this outreach informs its ongoing technology transfer and commercialization, education and workforce development, and community-based efforts, and they are at the forefront of technology transfer and commercialization, education and workforce development, and community-based outcomes.</p>

A	<p>Laboratory leadership has a substantive vision for shepherding technology transfer and commercialization, education and workforce development, and community-based activities at the laboratory that aligns with the laboratory’s unique expertise, facilities, and technology portfolio with the intent of advancing the DOE mission, national security, and economic prosperity for the United States.</p> <p>The laboratory demonstrates leadership and excellence in:</p> <ul style="list-style-type: none"> <li>• identifying, engaging, and leveraging relationships with industry, other labs, academia, local, state, and federal government, community groups, and tribes to drive technology transfer and commercialization, education and workforce development, and community-based activities that benefit the laboratory, DOE, the local and regional population, and the U.S. taxpayer;</li> <li>• facilitating regional partnerships and initiatives that contribute to the local economy, workforce development, and community-based activities;</li> <li>• fostering a culture of entrepreneurship and community engagement at the laboratory that encourages staff at all levels to consider and put into effect initiatives that enhance technology transfer and commercialization, education and workforce development, and community-based activities;</li> <li>• developing and submitting, as the prime applicant, applications for funding to public and private sector institutions and receiving funding from such institutions for technology transfer and commercialization, education and workforce development, and community-based related projects; and,</li> <li>• encouraging multi-lab collaborations and joint technology development partnerships by participating in the development and submission of funding applications and receiving funding from public and private sector entities, including philanthropic institutions, to advance and achieve DOE technology transfer and commercialization goals; and,</li> <li>• prioritizing technology transfer by leveraging non-federal funds to support technology transfer and commercialization activities.</li> </ul> <p>The laboratory is highly effective in developing national and regional public and private partnerships that significantly enhance DOE and laboratory outreach efforts and scientific missions. The laboratory staff are encouraged to seek out and pursue potential technology transfer and commercialization, education and workforce development, and community-based activities that are clearly connected and/or complementary to their research and opportunities are available for staff to pursue such activities. The laboratory can demonstrate how this outreach informs its ongoing technology transfer and commercialization, education and workforce development, and community-based activities, and they are at the forefront of commercialization, education and workforce development, and community-based outcomes.</p>
A-	Laboratory leadership performs better than expected (B+ grade) in these areas.

B+	<p>Laboratory leadership has a vision for shepherding technology transfer and commercialization, education and workforce development, and community-based activities at the laboratory that aligns with the laboratory's unique expertise, facilities, and technology portfolio with the intent of advancing the DOE mission, national security, and economic prosperity for the United States.</p> <p>The laboratory demonstrates effectiveness in:</p> <ul style="list-style-type: none"> <li>• identifying, engaging, and leveraging relationships with industry, other labs, academia, local, state, and federal government, community groups, and tribes to drive technology transfer and commercialization, education and workforce development, and community-based activities that benefit the laboratory, DOE, the local and regional population, and the U.S. taxpayer;</li> <li>• facilitating regional partnerships and initiatives that contribute to the local economy, workforce development, and community-based activities; and,</li> <li>• fostering a culture of entrepreneurship and community engagement at the laboratory that encourages staff at all levels to consider potential initiatives that enhance technology transfer and commercialization, education and workforce development, and community-based programs;</li> <li>• encourage the development and submittal, as the prime applicant, applications for funding to public and private sector institutions for technology transfer and commercialization, education and workforce development, and community-based related projects; and,</li> <li>• encouraging multi-lab collaborations and joint technology development partnerships by participating in the development and submission of funding applications to advance and achieve DOE technology transfer and commercialization goals.</li> </ul> <p>The laboratory is effective in developing national and regional public and private partnerships that enhance DOE and laboratory outreach efforts and scientific missions. The laboratory staff are encouraged to seek out and pursue potential technology transfer and commercialization, education and workforce development, and community-based activities that are clearly connected and/or complementary to their research and opportunities are available for staff to pursue such activities. The laboratory can demonstrate how this outreach informs its ongoing technology transfer and commercialization, education and workforce development, and community-based activities, and they have strong evidence of progress in commercialization, education and workforce development, and community-based outcomes.</p>
B	<p>Laboratory leadership performs below (B+ grade) in these areas. Laboratory leadership supports development of a vision for technology transfer and commercialization, education and workforce development, and community-based activities at the laboratory; however, this vision is not fully realized and requires more work in more than one of the areas described above including, but not limited to, identifying, engaging, and leveraging relationships with potential external partners, facilitating regional partnerships and initiatives that contribute to the local economy, workforce development, and community-based activities, and/or overcoming challenges in capturing intellectual property. The laboratory staff are allowed but not encouraged to seek out and pursue potential technology transfer and commercialization, education and workforce development, and community-based activities. The laboratory has developed few partnerships that will advance DOE and laboratory outreach and technology transfer and commercialization, education and workforce development, and community-based activities, and they have average technology transfer and commercialization, education and workforce development, and community-based outcomes.</p>
C	<p>The laboratory lacks a vision and the mechanisms to implement a strategy to promote technology transfer and commercialization, education and workforce development, and community-based activities at the laboratory and has little success in developing partnerships and there has been limited commercialization, education and workforce development, and community-based outcomes. This is evidenced in part by a lack of participation in funding opportunities and partnership activities that support technology transfer activities.</p>

D	Laboratory leadership lacks a vision and has not supported the mechanisms/resources necessary to develop or implement an external engagement strategy to promote technology transfer and commercialization, education and workforce development, and community-based activities at the laboratory including partnership efforts. Laboratory staff are discouraged from seeking out opportunities to solicit external partner input and are also discouraged from identifying potential activities for technology transfer and commercialization, education and workforce development, and community-based and from engaging in efforts to protect intellectual property.
F	Lack of vision and resources by the laboratory's senior management has hindered the ability of the laboratory to identify, plan, and engage external partners to develop and promote technology transfer and commercialization, education and workforce development, and community-based activities at the laboratory that align with the laboratory's unique expertise, facilities, and technology portfolio; this failure has significantly hurt the Department's ability to achieve its mission.

#### 4.4 Contractor Value-added

**By which we mean:** the additional benefits that accrue to the laboratory and the Department of Energy by virtue of having this particular M&O contractor in place. Included here, typically, are things over which the laboratory leadership does not have immediate authority, such as:

- Corporate involvement/contributions that facilitate DOE strategic plans and program initiatives and/or deal with operational challenges at the laboratory;
- Using corporate resources to enhance DOE mission objectives by establishing programs/projects/activities that strengthen the laboratory (e.g., joint appointments, integrated research initiatives, novel educational opportunities), and
- Providing other contributions that enable the laboratory to do things that are good for DOE, the laboratory and its community and that DOE cannot supply.

Letter Grade	Definition
A+	The laboratory has been transformed as a result of the many, substantial, additional benefits that accrue to the laboratory as a result of this contractor's support and operation of the laboratory. The Corporate Leadership has supported the development and implementation of a model CAS and it has been adopted by other laboratories in the complex.
A	Over the past year, the laboratory has become demonstrably stronger, better and more attractive as a place of employment as a result of the many, substantial, additional benefits that accrue to the laboratory as a result of this contractor's support and operation of the laboratory. The Corporate Leadership has demonstrably helped the laboratory improve and sustain the effective management and operations of the laboratory supported by a robust and transparent CAS that integrates internal and external (e.g., corporate) evaluation processes to evaluate risk.
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.
B+	The laboratory enjoys additional benefits above and beyond those associated with managing the laboratory's activities that accrue as a result of this contractor's support and operation of the laboratory. The Corporate Leadership supports and validates with reasonable assurance that the laboratory and corporate entity have a robust and transparent CAS in place that integrates internal and external (corporate) evaluation processes to evaluate risk and demonstrates implementation across management systems.
B	The laboratory enjoys few additional benefits that accrue as a result of this contractor's operation of the laboratory; help by the contractor is needed to strengthen the laboratory. The Corporate Leadership's role in the overall CAS that informs the laboratory's decision-making processes and resulting implementation are not evident.
C	The laboratory enjoys few additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor seems unable to help the laboratory.
D	The laboratory enjoys few additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor's efforts are inconsistent with the interests of the laboratory and the Department.

Letter Grade	Definition
F	The laboratory enjoys no additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor's efforts are counter-productive to the interests of the Department.

### **Notable Outcomes**

- **BHSO:** Demonstrate improvements in Laboratory safety culture measured by enhanced management engagement to reinforce Safe Conduct of Research principles and proactive identification and effective management of safety issues. (Objective 4.2)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
<b>Goal 4.0 – Provide Sound and Competent Leadership and Stewardship of the Laboratory</b>				
4.1 Leadership and Stewardship of the Laboratory			40%	
4.2 Management and Operation of the Laboratory			40%	
4.3 Leadership of External Engagements and Partnerships			5%	
4.4 Contractor Value-Added			15%	
<b>Performance Goal 4.0 Total</b>				

**Table 4.1 – Performance Goal 4.0 Score Development**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 4.2 – Goal 4.0 Final Letter Grade**



## **GOAL 5.0      Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection**

The weight of this Goal is 30%.

**This Goal evaluates the Contractor’s overall success in deploying, implementing, and improving integrated ES&H systems that efficiently and effectively support the mission(s) of the Laboratory.**

- 5.1 Provide an Efficient and Effective Worker Health and Safety Program
- 5.2 Provide Efficient and Effective Environmental Management System

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in protecting workers and facility users, the public, and the environment. This may include, but is not limited to, minimizing the occurrence of environment, safety and health (ESH) incidents; effectiveness of the Integrated Safety Management (ISM) system; effectiveness of work planning, execution, oversight of work (including subcontractors based on the subcontract flow-down requirements), feedback, and improvement processes; the strength of the safety culture throughout the Laboratory; the strength of the Nuclear/Facility Safety Programs; the effective development, implementation and maintenance of an efficient and effective Environmental Management system; and the effectiveness of responses to identified hazards and/or incidents.

### **Notable Outcomes**

- **BHSO:** Execute the implementation plan approved as part of the 10 CFR 830 exemption request. This plan will drive the establishment of the Nuclear Safety Program and prepare for a nuclear readiness activity and startup. (Objective 5.1)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
<b>Goal 5.0 - Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection.</b>				
5.1 Provide an Efficient and Effective Worker Health and Safety Program			65%	
5.2 Provide an Efficient and Effective Environmental Management System			35%	
<b>Performance Goal 5.0 Total</b>				

**Table 5.1 – Performance Goal 5.0 Score Development**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 5.2 – Goal 5.0 Final Letter Grade**

**GOAL 6.0      Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)**

The weight of this Goal is 30%.

**This Goal evaluates the Contractor’s overall success in deploying, implementing, and improving integrated business systems that efficiently and effectively support the mission(s) of the Laboratory.**

- 6.1 Provide an Efficient, Effective, and Responsive Financial Management System
- 6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System and Property Management System
- 6.3 Provide an Efficient, Effective, and Responsive Human Resources and Talent Management System
- 6.4 Provide Efficient, Effective, and Responsive Contractor Assurance Systems, including Internal Audit and Quality
- 6.5 Demonstrate Effective Transfer of Knowledge and Technology and the Commercialization of Intellectual Assets

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in the development, deployment and integration of foundational program (e.g., Quality, Financial Management, Acquisition Management, Property Management, and Human Resource Management) systems across the Laboratory, including the maturity, functionality, and effectiveness of a transparent Contractor Assurance System. This may include, but is not limited to, minimizing the occurrence of management systems support issues; quality of work products; continual improvement driven by the results of audits, reviews, recognized, evidence-based practices, and other performance information; the integration of system performance metrics and trends; the degree of knowledge and appropriate utilization of established system processes, procedures, and data by Contractor management and staff; benchmarking and performance trending analysis. The DOE evaluator(s) shall consider the Laboratory’s performance in making progress toward comprehensive collection and submission to OSTI of peer-reviewed accepted manuscripts for journal articles (and associated metadata) resulting from DOE-funded research as called for in the [DOE Public Access Plan](https://www.energy.gov/downloads/doe-public-access-plan)<sup>9</sup>, and cooperation with the Department in meeting the relevant requirements to provide other forms of scientific and technical information to OSTI, per DOE O 241.1B. The DOE evaluator(s) shall also consider the stewardship of the pipeline of innovations and resulting intellectual assets at the Laboratory along with impacts and returns created/generated as a result of technology transfer, work for others and intellectual asset deployment activities.

**Notable Outcomes**

- **BHSO:** Develop and execute an agreed set of improvements in partnership with the lab's Research Partnerships and Technology Transfer (RPTT) line management to increase submission quality and ensure collaboration alignment to address DOE mission goals. (Objective 6.5)

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<sup>9</sup> <https://www.energy.gov/downloads/doe-public-access-plan>

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
<b>Goal 6.0 - Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)</b>				
6.1 Provide an Efficient, Effective, and Responsive Financial Management System(s)			25%	
6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System and Property Management System			30%	
6.3 Provide an Efficient, Effective, and Responsive Human Resources and Talent Management System			15%	
6.4 Provide Efficient, Effective, and Responsive Contractor Assurance Systems, including Internal Audit and Quality			20%	
6.5 Demonstrate Effective Transfer of Knowledge and Technology and the Commercialization of Intellectual Assets			10%	
<b>Performance Goal 6.0 Total</b>				

**Table 6.1 – Performance Goal 6.0 Score Development**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 6.2 – Goal 6.0 Final Letter Grade**

**GOAL 7.0 Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs**

The weight of this Goal is 30%.

**This Goal evaluates the overall effectiveness and performance of the Contractor in planning for, delivering, and operations of Laboratory facilities and equipment needed to ensure required capabilities are present to meet the mission(s) and complex challenges of today and tomorrow.**

- 7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs
- 7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to Support the Continuation and Growth of Laboratory Missions and Programs

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in facility and infrastructure programs. This may include, but is not limited to, the management of real property assets to maintain effective operational safety, worker health, environmental protection and compliance, property preservation, and cost effectiveness; planning and executing strategies to promote the resilience and reliability of laboratory infrastructure; effective facility utilization, maintenance and budget execution; day-to-day management and utilization of space in the active portfolio; maintenance and renewal of building systems, structures and components associated with the Laboratory's facility and land assets; including subcontractor activities; management of energy use, conservation, and sustainability practices; the integration and alignment of the Laboratory's comprehensive strategic plan with capabilities; facility planning, forecasting, and acquisition; the delivery of accurate and timely information required to carry out the critical decision and budget formulation process; quality of site and facility planning documents; and Cost and Schedule Performance Index performance for facility and infrastructure projects.

**Notable Outcomes**

- **BHSO:** Continue to effectively execute and successfully deliver the FY 2025 scope for the SC project equal to or less than \$50M designated to the Laboratory Director by SC. Specifically, the Lunar Surface Electromagnetic Explorer at Night (LuSee Night) project. (Objective 7.2)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
<b>Goal 7.0 - Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs.</b>				
7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs			50%	
7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to support the Continuation and Growth of Laboratory Missions and Programs			50%	
<b>Performance Goal 7.0 Total</b>				

**Table 7.1 – Performance Goal 7.0 Score Development**

<b>Total Score</b>	<b>4.3- 4.1</b>	<b>4.0- 3.8</b>	<b>3.7- 3.5</b>	<b>3.4- 3.1</b>	<b>3.0- 2.8</b>	<b>2.7- 2.5</b>	<b>2.4- 2.1</b>	<b>2.0- 1.8</b>	<b>1.7- 1.1</b>	<b>1.0-0.8</b>	<b>0.7-0</b>
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 7.2 – Goal 7.0 Final Letter Grade**

**GOAL 8.0 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems**

The weight of this Goal is 10%.

**This Goal evaluates the Contractor’s overall success in safeguarding and securing Laboratory assets that supports the mission(s) of the Laboratory in an efficient and effective manner and provides an effective emergency management program.**

- 8.1 Provide an Efficient and Effective Emergency Management System
- 8.2 Provide an Efficient and Effective Cyber Security System for the Protection of Classified and Unclassified Information
- 8.3 Provide an Efficient and Effective Physical Security Program for the Protection of Special Nuclear Materials, Classified Matter, Classified Information, Sensitive Information, and Property

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in the safeguards and security, cyber security and emergency management program systems. This may include, but is not limited to, the commitment of leadership to strong safeguards and security, cyber security and emergency management systems; the integration of these systems into the culture of the Laboratory; the degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff; maintenance and the appropriate utilization of Safeguards, Security, and Cyber risk identification, prevention, and control processes/activities; and the prevention and management controls and prompt reporting and mitigation of events as necessary.

**Notable Outcomes**

- None

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
<b>Goal 8.0 - Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems.</b>				
8.1 Provide an Efficient and Effective Emergency Management System			25%	
8.2 Provide an Efficient and Effective Cyber Security System for the Protection of Classified and Unclassified Information			35%	
8.3 Provide an Efficient and Effective Physical Security Program for the Protection of Special Nuclear Materials, Classified Matter, Classified Information, Sensitive Information, and Property			40%	
<b>Performance Goal 8.0 Total</b>				

**Table 8.1 – Performance Goal 8.0 Score Development**

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table 8.2 – Goal 8.0 Final Letter Grade**

## **APPENDIX C**

### **SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

**AMENDMENT TO  
CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING**

This Amendment to Checks-Paid Method of Letter of Credit Financing is entered into as of January 2, 2025 (the "Amendment") by and among the United States of America, represented by the Department of Energy (referred to as the "Government" or the "DOE"); Brookhaven Science Associates, LLC, a Delaware limited liability company (referred to as the "Contractor"); and JPMorgan Chase Bank, N.A., a national banking association (referred to as the "Bank" or the "Financial Institution").

**W I T N E S S E T H**

**WHEREAS**, on the effective date of December 22, 2014, DOE and Brookhaven Science Associates, LLC entered into Contract No. DE-SC0012704 which began on January 5, 2015 to manage and operate the Brookhaven National Laboratory, and provide for the transfer of funds on a payments-cleared basis;

**WHEREAS**, DOE required that amounts transferred to the Contractor thereunder be deposited in a special demand deposit account at a financial institution covered by Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000;

**WHEREAS**, the special demand deposits were required to be kept separate from the Contractor's general or other funds, and the parties were agreeable to so depositing said amounts with the Financial Institution;

**WHEREAS**, with respect to the foregoing, the DOE, Contractor and Financial Institution entered into that certain "Checks-Paid Method of Letter of Credit Financing" as of August 10, 2015 (as the same may have been amended, supplemented or otherwise modified from time to time, the "Original Agreement");

**WHEREAS**, a complete and correct copy of the Original Agreement is attached hereto as Exhibit A; and

**WHEREAS**, DOE, Contractor and Financial Institution desire to amend the Original Agreement on the terms and subject to the conditions set forth herein.

**NOW THEREFORE**, in consideration of the benefits to be derived from this Amendment and the Original Agreement and of the mutual promises, obligations and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. In the third paragraph of Covenant 5, the following sentence shall be deleted:

"The Financial Institution agrees that per-item costs, detailed in the Attachment A 'Quotation Pricing Sheet' will remain constant during the term of this Agreement."

and shall be replaced with the following sentence:



“The Financial Institution agrees that per-item costs, detailed in the Attachment A ‘Quotation Pricing Sheet’ will remain constant through the 4<sup>th</sup> day of January 2025 and the per-item costs, detailed in the Attachment A-1 will be in effect from the 5<sup>th</sup> day of January 2025 through the 4<sup>th</sup> day of January 2030 (the ‘Additional Term’) and will remain constant during the Additional Term.”

2. In Covenant 7, the first sentence shall be deleted and replaced with the following: “This Agreement, with all its provisions and covenants, shall be in effect through the 4th day of January, 2030.”

3. Attachment A-1 and A-2 of this Amendment shall be added at the end of the Original Agreement.

4. The following is added as Paragraph 12: Special demand deposit accounts are subject to account terms, applicable service terms, and other account documentation (referred to as “Documents”) agreed to between Contractor and Financial Institution. All such Documents are hereby incorporated into this Agreement by reference. In the event of any inconsistency between the Original Agreement as amended and the Documents, the inconsistency shall be resolved by giving precedence to the Original Agreement as amended.

5. Except as amended by the provisions hereof, the Original Agreement shall remain in full force and effect in accordance with its terms.

6. This Amendment shall inure to the benefit of and shall be binding upon the DOE, Contractor and Financial Institution, their legal representatives, transferees, heirs, successors and assigns.

7. For the convenience of DOE, Contractor and Financial Institution, any number of counterparts hereof may be executed, and each such counterpart shall be deemed to be an original instrument.

8. Capitalized terms used but not defined in this Amendment shall have the meanings given thereto in the Original Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

Brookhaven Site Office  
(Department of Energy Cognizant Office)

01/06/25

Date Signed

By: Robert P. Gordon

ROBERT GORDON  
Digitally signed by ROBERT GORDON  
Date: 2025.01.06 11:25:30 -05'00'

(Signature of Contracting Officer)

Contracting Officer


PO Box 5000, Bldg.464, Upton, NY 11973  
(Address)

Brookhaven Science Associates, LLC  
(Contractor)

01/03/2025

Date Signed

By: Susan McKeon  
(Typed Name)



(Signature of Contractor's Rep.)

Chief Financial Officer  
(Title)


PO Box 5000, Bldg.460, Upton, NY 11973  
(Address)

JPMorgan Chase Bank, N.A.  
(Financial Institution)

January 2, 2025

Date Signed

By: Christine Kamil  
(Typed Name)

DocuSigned by:  
  
1E1A28A7C6CF400...  
(Signature of Financial Institution's Rep.)

Managing Director MD  
(Title)

383 Madison Ave, New York, NY, 10179  
(Address)

Exhibit A

Copy of Original Agreement

[Attached]

Contract No. DE-SC0012704  
Section J | Appendix C  
Modification No. 0131

## **APPENDIX C**

### **SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

**Applicable to the Operations of  
Brookhaven National Laboratory**

# CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING

This agreement entered into August 10, 2015, between the United States of America, represented by the Department of Energy (referred to as the "Government" or the "DOE"); Brookhaven Science Associates, LLC, legal entity existing under the laws of the State of Delaware, or successor contractor, (also referred to as the "Contractor"); and JPMorgan Chase Bank, N.A., a national banking association organized under the laws of the United States of America with offices at 4 New York Plaza, Floor 13, New York, NY 10004 (also referred to as the "Bank" or the "Financial Institution").

## RECITALS

(a) On the effective date of December 22, 2014, DOE and Brookhaven Science Associates, LLC entered into Contract No. DE-SC0012704 to begin on January 5, 2015 to manage and operate Brookhaven National Laboratory; and providing for the transfer of funds on a payments-cleared basis.

(b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury-approved Government deposit insurance organizations that are identified in 1 TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

(c) The special demand deposit account shall be designated Brookhaven Science Associates, LLC/ Brookhaven National Laboratory General Operating Account.

## COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that:-

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into the and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.
3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under



the Agreement.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:  
U.S. Department of Energy, Brookhaven Site Office, Building 464, Upton, NY 11973
5. DOE shall authorize funds that shall remain available to the extent that obligations that have been incurred in good faith there under by the Contractor to the Bank for the benefit of the special demand deposit account. The Bank agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive as close to zero as administratively possible.

Notwithstanding the foregoing, in the event that the Bank has knowledge that funding in the DOE account at the Federal Reserve Bank of Richmond (the "DOE Fed Account") may be insufficient or unavailable, whereby the Bank would be unable to drawdown immediately available funds sufficient to fully fund the payments issued by the Contractor, the Bank may, in its sole discretion, hold and not release any or all of the payments issued by the Contractor. The Bank will resume normal processes once it is satisfied, in its sole discretion, that adequate funding is available via the DOE Fed Account.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in DOE Contract No. DE-SC0012704, dated December 22, 2014. The Financial Institution agrees that per-item costs, detailed in the Attachment A "Quotation Pricing Sheet" will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the contractor. The contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect through the 4th day of January 2020. The Parties may extend the term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory. Such notice shall not commit DOE, the Contractor, or the Bank to the extension, which shall only occur after a formal amendment to the agreement is executed by the parties.
8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes effective utilization of the Government's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be

terminated automatically upon the delivery of written notice to the Financial Institution.

11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenant 8 and 9)

All terms and conditions of this agreement signed by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

Contract No. DE-SC0012704  
Section J | Appendix  
Modification No. 0028

The parties hereto have caused this Agreement, which consists of four pages including the signature page, to be executed as of the day and year first above written.

Brookhaven Site Office  
(Department of Energy Cognizant Office)

August 10, 2015  
Date Signed

By: Evelyn Landini  
(Typed Name of Contracting Officer)

Evelyn Landini  
(Signature of Contracting Officer)

Business Management Division Director  
(Title)

P.O. Box 5000, Bldg. 464, Upton, NY 11973  
(Address)

Brookhaven Science Associates, LLC  
(M&O Contractor)

August 6, 2015  
Date Signed

By: Peter Ferrara  
(Typed name of Contractor's Representative)

Pet Ferrara  
(Signature of Contractor's Representative)

Acting Chief Financial Officer  
(Title)

P.O. Box 5000, Bldg. 400D, Upton, NY 11973  
(Address)

JPMorgan Chase Bank, N.A.  
(Typed name of Bank)

August 6, 2015  
Date Signed

By: Eugene Waiters  
(Name of Bank Representative)

Eugene T. Waiters  
(Signature of Bank Representative)

Executive Director  
(Title)

4 New York Plaza, Floor 13, New York, NY 10004  
(Address)



Attachment A-1

[Attached]

**J.P.Morgan**

Catherine Ramm  
Vice President  
Treasury Services

July 17, 2018  
Mr. Peter Ferrara  
Fiscal Officer  
Brookhaven Science Associates, LLC  
Brookhaven National Laboratory  
20 Brookhaven Avenue, Upton, NY 11973

Ref.: Add Bank Services to Existing Contract

Dear Peter,

As per your request, I am pleased to attach the fee schedule reflecting the 'Additional Payee name Verification' service. This letter serves to modify our August 10, 2015 Checks-Paid Method of Letter of Credit Financing Agreement by replacing Attachment A. The new Attachment A captures all the services used by Brookhaven Science Associates (BSA).

Our Payee Verification service enhances your protection against fraudulent checks when the payee name has been changed. It reduces the risk of payee line alteration by digitally comparing the payee field on check images to the corresponding payee name in the check issue file. This verification is provided as an extension of the Positive Pay service which allows you to monitor and control checks presented against your accounts.

The attached pricing also includes Quick Collect and associated services which were implemented as a contingency to Payroll payments in case of disaster recovery.

Kindly sign and return this letter for our mutual records.

Sincerely,

Catherine Ramm


Authorized BSA Officer Name and title (PRINT) George Clark, Chief Financial Officer

Signature:  Date: 07/20/2018

Authorized BSA Name and title (PRINT) Robert Gordon Contracting Officer

Signature:  Date: 7-24-18

Catherine Ramm, Treasury Services Officer (PRINT): CATHERINE RAMM-VP

Signature:  Date: 7/19/18

Pricing quoted herein is valid for 60 days from the date of this presentation

# Pro Forma Analysis

July 2018

J.P.Morgan

Customer: BROOKHAVEN SCIENCE ASSOC LLC  
Banker/Treasury Sales Officer: CATHERINE RAMM

## Service Analysis\*

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Annualized
<b>ACCOUNT SERVICES</b>					
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	1	\$0.0000	\$0.00	\$0.00
1005 - ACCOUNT MAINTENANCE	010000	5	\$24.0000	\$120.00	\$1,440.00
1006 - ACCT MAINT-INT	010010	1	\$31.1900	\$31.19	\$374.28
1010 - STATEMENT CYCLES	010307	6		\$0.00	\$0.00
+ 1304 - ARP PAID ITEM RETURN CREDIT	010101	1	\$0.0000	\$0.00	\$0.00
+ 1758 - ONLINE AUDIT CONFIRMATIONS	010630	2	\$0.0000	\$0.00	\$0.00
7640 - CREDIT POSTED- ELECTRONIC	010101	143	\$0.1300	\$18.59	\$223.08
7641 - DEBIT POSTED- ELECTRONIC	010100	240	\$0.0300	\$7.20	\$86.40
<b>Subtotal</b>				\$176.98	\$2,123.76
<b>AUTOMATED CLEARING HOUSE</b>					
2242 - FED CLEARING ORIGINATED ITEM	250199	5,171	\$0.0100	\$51.71	\$620.52
2244 - FED CLEARING ADDENDA	250199	1,025	\$0.0100	\$10.25	\$123.00
2695 - ACH MAINTENANCE	250000	2	\$75.0000	\$150.00	\$1,800.00
2700 - CREDIT ORIGINATED	250101	6,089	\$0.0700	\$426.23	\$5,114.76
2705 - DEBIT ORIGINATED	250100	30	\$0.0700	\$2.10	\$25.20
2716 - CREDIT RECEIVED	250201	92	\$0.0700	\$6.44	\$77.28
2717 - DEBIT RECEIVED	250200	181	\$0.0700	\$11.27	\$135.24
2753 - DELETION / REVERSAL - ELEC	250820	1	\$5.0000	\$5.00	\$60.00
2765 - ACH BATCH/FILE PROCESSED	250501	30	\$0.0000	\$0.00	\$0.00
2796 - ADDENDA RECORD ORIGINATED	250120	1,316	\$0.0200	\$26.32	\$315.84
+ 2809 - NOTIF OF CHANGE - EMAIL	251070	3	\$1.5000	\$4.50	\$54.00
+ 2810 - RETURN NOTIFICATION - EMAIL	250400	11	\$1.5000	\$16.50	\$198.00
2812 - NOTIF OF CHANGE - FAX	251071	3	\$4.0000	\$12.00	\$144.00
2821 - RETURN NOTIFICATION - FAX	250401	12	\$4.0000	\$48.00	\$576.00
+ 5159 - COP CLIENT PROGRAM MAINTENANCE	250000	1	\$150.0000	\$150.00	\$1,800.00
+ 5160 - COP TRANS DECLINE/EXPIRE	250101	1	\$0.2000	\$0.20	\$2.40
+ 5161 - COP TRANS ACCEPTED	250101	1	\$0.8500	\$0.85	\$7.80
<b>Subtotal</b>				\$920.32	\$11,054.04
<b>BALANCE BASED CHARGES</b>					
35 - BALANCE BASED CHARGES	000230	1	\$63.4800	\$63.48	\$761.76
<b>Subtotal</b>				\$63.48	\$761.76
<b>BANKING CENTER SERVICES</b>					
1306 - BRANCH CREDITS POSTED	100000	1	\$3.7500	\$3.75	\$45.00
<b>Subtotal</b>				\$3.75	\$45.00
<b>DEPOSITORY SERVICES</b>					
541 - REMOTE DEPOSIT CAPTURE ITEM	101320	87	\$0.1500	\$13.05	\$156.60
548 - REMOTE DEPOSIT CAPTURE MAINT	101300	2	\$20.0000	\$40.00	\$480.00
749 - CQD DEPOSITORY CREDIT	999999	17	\$0.0000	\$0.00	\$0.00
1139 - SOFTWARE MAINTENANCE FEE	101300	1	\$20.0000	\$20.00	\$240.00
1400 - CREDITS POSTED	010101	13	\$1.1000	\$14.30	\$171.60
1435 - RETURN ITEM	100400	1	\$10.0000	\$10.00	\$120.00
1438 - RETURN ALTERNATE ADDRESS	100401	2	\$0.0000	\$0.00	\$0.00
1448 - RETURN DETAIL REPORTING	100411	2	\$1.5000	\$3.00	\$36.00
+ 1450 - RETURN ITEM REDEPOSIT	100402	1	\$8.0000	\$8.00	\$96.00
1455 - RETURN MAKER NAME	100430	2	\$0.5000	\$1.00	\$12.00
<b>Subtotal</b>				\$109.35	\$1,312.20
<b>DISBURSEMENT SERVICES</b>					
2205 - CONTROLLED DISB ACCT MAINT	150000	2	\$50.0000	\$100.00	\$1,200.00
2210 - CONTROLLED DISB CHECK POSTED	150110	1,214	\$0.0500	\$60.70	\$728.40
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150412	2	\$4.0000	\$8.00	\$96.00
2370 - CHECK / DEBIT POSTED	010100	74	\$0.0400	\$2.96	\$35.52
3495 - IMAGE STORAGE PER ITEM	151351	1,212	\$0.0000	\$0.00	\$0.00
5234 - CONTROLLED DISB FUNDING	010112	42	\$0.0000	\$0.00	\$0.00
6818 - CHECK INQUIRY MAINTENANCE	151710	2	\$30.0000	\$60.00	\$720.00
6620 - RECON REPORT / STATEMENT MAINT	200306	2	\$18.0000	\$36.00	\$432.00
6625 - EXCEPTION NOTIFICATION - ACCT	150030	2	\$10.0000	\$20.00	\$240.00
6639 - STOP PAYMENT - ELECTRONIC	150410	13	\$7.0000	\$91.00	\$1,092.00
6644 - ISSUE INPUT UPLOAD	200201	28	\$10.0000	\$280.00	\$3,360.00
<b>Subtotal</b>				\$658.66	\$7,903.92
<b>INT REC &amp; PAY - REPORT</b>					
+ 6179 - RECEIVABLES MAINT - ONLINE	050005	2	\$10.0000	\$20.00	\$240.00
+ 6187 - LONG TERM STORAGE - CHECK	050620	187	\$0.0000	\$0.00	\$0.00
<b>Subtotal</b>				\$20.00	\$240.00
<b>INTERNATIONAL SERVICES</b>					
3941 - DEPOSITED CHECK - CANADIAN	609999	1	\$25.0000	\$25.00	\$300.00
<b>Subtotal</b>				\$25.00	\$300.00
<b>JPMORGAN ACCESS</b>					
6040 - MONTHLY SERVICE	400810	1	\$0.0000	\$0.00	\$0.00
6041 - ACCOUNTS REPORTED	400442	6	\$96.6000	\$579.60	\$6,955.20



6043 - TRANSACTIONS REPORTED - 45 DAY	40086Z	477	\$0.1000	\$47.70	\$572.40
6052 - CONT DISB CHECKS REPORTED	40066Z	1,218	\$0.1000	\$121.80	\$1,461.60
6053 - EXTENDED TRANSACTION DETAIL	40066Z	4,846	\$0.0000	\$0.00	\$0.00
Subtotal				\$749.10	\$8,989.20
OTHER CHARGES AND CREDITS					
8809 - RESEARCH ADJUSTMENT CREDIT	999999	1	\$0.0000	\$0.00	\$0.00
8810 - RESEARCH ADJUSTMENT DEBIT	999999	1	\$0.0000	\$0.00	\$0.00
Subtotal				\$0.00	\$0.00
RECONCILIATION SERVICES					
3209 - PARTIAL RECONCILEMENT - MAINT	200020	2	\$125.0000	\$250.00	\$3,000.00
3210 - PARTIAL RECONCILIATION-PER ITM	200120	1,214	\$0.0300	\$36.42	\$437.04
++ 3228 - PAYEE NAME VERIFICATION - Anticipated volume	150122	1439	\$0.0300	\$43.17	\$518.04
3262 - POSITIVE PAY MAINTENANCE	150030	2	\$0.0000	\$0.00	\$0.00
3263 - EXCEPTION ITEM	150300	2	\$2.0000	\$4.00	\$48.00
+ 3272 - CHECK EXCEPTION RETURN	150320	2	\$10.0000	\$20.00	\$240.00
3291 - OUTPUT FILE		21	\$10.0000	\$210.00	\$2,520.00
3294 - DATA ENTRY - MANUAL	200210	2	\$2.5000	\$5.00	\$60.00
3386 - IMAGE CAPTURE PER ITEM	151351	1,212	\$0.0500	\$60.60	\$727.20
Subtotal				\$586.05	\$7,550.28
WIRE - U.S.					
5443 - SOFTI STANDARD CALCULATION	409999	21	\$0.0000	\$0.00	\$0.00
+ 5445 - FW SURCHARGE POST 5PM RECEIPT	350599	1	\$0.2600	\$0.26	\$3.12
+ 5446 - FW SURCHARGE \$10 MILLION+ D/C	350599	1	\$0.0000	\$0.00	\$0.00
5822 - ELECTRONIC BOOK DEBIT S/T	350124	36	\$5.0000	\$180.00	\$2,160.00
5823 - ELECTRONIC BOOK DEBIT REPAIR	350122	2	\$5.0000	\$10.00	\$120.00
5824 - ELECTRONIC FED DEBIT S/T	350100	4	\$5.0000	\$20.00	\$240.00
5826 - ELECTRONIC CHIP DEBIT S/T	350110	9	\$5.0000	\$45.00	\$540.00
+ 5827 - ELECTRONIC CHIP DEBIT REPAIR	350541	2	\$5.0000	\$10.00	\$120.00
5836 - ELECTRONIC FX DEBIT	600221	8	\$8.0000	\$64.00	\$768.00
5836 - ELECTRONIC FX DEBIT	600221	1	\$5.0000	\$5.00	\$60.00
5841 - BANK INITIATED BOOK DEBIT	350220	1	\$0.0000	\$0.00	\$0.00
5842 - BANK INITIATED FED DEBIT	350220	1	\$6.5000	\$6.50	\$78.00
+ 5851 - ELECTRONIC FX DEBIT, "OUR"	600221	2	\$8.0000	\$16.00	\$192.00
** 5880 - ELECTRONIC LINESHEET SET-UP	359999	1	\$5.2500	\$5.25	\$63.00
5882 - REPETITIVE INSTRUCTION STORAGE	350551	4	\$0.0000	\$0.00	\$0.00
5883 - FED TRANSFER FEE	350599	26	\$0.0000	\$0.00	\$0.00
5884 - CHIPS MESSAGE FEE	350599	11	\$0.0000	\$0.00	\$0.00
5886 - BOOK CREDIT	350320	5	\$2.0000	\$10.00	\$120.00
5887 - FED CREDIT S/T	350300	23	\$6.5000	\$149.50	\$1,794.00
5889 - CHIPS CREDIT S/T	350300	5	\$6.5000	\$32.50	\$390.00
5890 - CHIPS CREDIT REPAIR	350330	1	\$10.7500	\$10.75	\$129.00
5927 - MAIL DEBIT ADVICE	350412	11	\$2.0000	\$22.00	\$264.00
5928 - MAIL CREDIT ADVICE	350412	29	\$2.0000	\$58.00	\$696.00
5962 - ELEC. DRAWDOWN FED REQUEST	350521	21	\$3.0000	\$63.00	\$756.00
5967 - RETURNED PAYMENT INVESTIGATION	350560	2	\$0.0000	\$0.00	\$0.00
5968 - UNEXECUTED PAYMENT	350560	1	\$25.0000	\$25.00	\$300.00
5979 - ESERVE INQUIRY CONFIRMATIONS	350560	1	\$0.0000	\$0.00	\$0.00
+ 6300 - INV CREDIT NOT CHARGED	359999	1	\$0.0000	\$0.00	\$0.00
+ 6327 - INVESTIGATION ADVICE - ALL	350402	1	\$0.0000	\$0.00	\$0.00
+ 6408 - ADVICE - NOT CHARGE	999999	41	\$0.0000	\$0.00	\$0.00
+ 8487 - INCOMING FX CREDIT	600221	1	\$2.0000	\$2.00	\$24.00
Subtotal				\$729.51	\$8,817.12

Total Charge for Services				\$4,042.20	\$49,097.28
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Pro forma Notes, Assumptions & Disclaimers

\* Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

++ Denotes a new service, additional volume, and/or a new price.

Attachment A-2

[Attached]

Pricing quoted herein is valid for 60 days from the date of this presentation

Pro Forma Analysis

August 2024

Customer: BROOKHAVEN SCIENCE ASSOC LLC

J.P.Morgan

ECR Rate: 4.7200%

Service Analysis*							
Service Description	Service Definition	AFP	Number of Units	Unit Price	Charge For Service	Balance Required	
<strong>ACCOUNT SERVICES</strong>							
105 - DAILY OVERDRAFT OCCURRENCE FEE	Flat charge incurred each business day that an account is negatively collected.	000212	18	\$0.0000	\$0.00	\$0.00	
** 1005 - ACCOUNT MAINTENANCE	Monthly maintenance charge for a Demand Deposit Account.	010000	5	\$30.0000	\$150.00	\$36,065.25	
1010 - STATEMENT CYCLES	Charge per statement for each Demand Deposit Account statement provided during the billing cycle via an electronic file. Charges may accrue for accounts that produce more than one statement during the billing cycle (i.e. daily or weekly statements).		1	\$0.0000	\$0.00		
			1	\$0.0000	\$0.00		
			1	\$0.0000	\$0.00		
			1	\$0.0000	\$0.00		
		010307	5	\$0.0000	\$0.00	\$0.00	
1756 - ONLINE AUDIT CONFIRMATIONS	Audit Confirmation requests generated via online portal	010630	1	\$0.0000	\$0.00	\$0.00	
2316 - OD INTRADAY ITEM PAID	Fee for each paid item on an overdraft account (intraday).	150340	65	\$0.0000	\$0.00	\$0.00	
3499 - POST NO CHECKS MAINTENANCE	Monthly charge for preventing all checks from posting to a DDA (Demand Deposit Account).	1500ZZ	2	\$1.0000	\$2.00	\$515.54	
** 7640 - CREDIT POSTED- ELECTRONIC	Charge for a deposit/credit of funds made electronically into a Demand Deposit Account.	010101	155	\$0.1500	\$23.25	\$5,993.11	
** 7641 - DEBIT POSTED - ELECTRONIC	Charge for a withdrawal/debit of funds made electronically out of a Demand Deposit Account.	010100	281	\$0.0300	\$8.43	\$2,172.99	
<strong>Subtotal</strong>					\$183.68	\$47,346.89	
<strong>AUTOMATED CLEARING HOUSE</strong>							
2242 - FED CLEARING ORIGINATED ITEM	Per transaction charge for ACH transactions processed through the Federal Reserve and Electronic Payments Network clearinghouses.	250102	5,668	\$0.0100	\$56.68	\$14,610.31	
2244 - FED CLEARING ADDENDA	Charge for each ACH addenda record processed through the Federal Reserve and Electronic Payments Network clearinghouses.	250120	1,127	\$0.0100	\$11.27	\$2,905.05	
2695 - ACH MAINTENANCE	Monthly maintenance charge per company ID for ACH Direct Send services.	250000	4	\$75.0000	\$300.00	\$77,330.51	
** 2700 - CREDIT ORIGINATED	Charge for each ACH credit origination transaction.	250101	7,003	\$0.0698	\$488.81	\$125,999.75	
** 2705 - DEBIT ORIGINATED	Charge for each ACH debit origination transaction.	250100	45	\$0.0732	\$3.29	\$848.06	
** 2716 - CREDIT RECEIVED	Charge per ACH credit transaction received.	250201	100	\$0.1000	\$10.00	\$2,577.68	
** 2717 - DEBIT RECEIVED	Charge per ACH debit transaction received.	250200	193	\$0.1000	\$19.30	\$4,974.93	
2729 - RETURN NOTIFICATION - ONLINE	Charge for each Return item reported online via the J.P. Morgan ACCESS Special Report module	250400	3	\$2.2500	\$6.75	\$1,739.94	
2730 - NOTIF OF CHANGE - ONLINE	Charge for each Notification of Change item reported online via the J.P. Morgan ACCESS Special Report module	250400	1	\$2.2500	\$2.25	\$579.98	
** 2765 - ACH BATCH/FILE PROCESSED	Charge per company ID for ACH origination files received from client via direct transmission and/or service bureau.	250501	44	\$2.0000	\$88.00	\$22,683.62	
2796 - ADDENDA RECORD ORIGINATED	Charge for each addenda record attached to ACH originations.	250120	1,478	\$0.0200	\$29.56	\$7,619.63	
2809 - NOTIF OF CHANGE - EMAIL	Charge for each Notification of Change item reported via email	251070	2	\$1.5000	\$3.00	\$773.31	
2810 - RETURN NOTIFICATION - EMAIL	Charge for each Return item reported via email	250400	12	\$1.5000	\$18.00	\$4,639.83	
8019 - ACH ORIGINATED SAME DAY CREDIT	Charge for each ACH credit transaction originated with same day settlement.	250101	6	\$0.5000	\$3.00	\$773.31	
<strong>Subtotal</strong>					\$1,039.91	\$268,055.90	
<strong>BALANCE BASED CHARGES</strong>							
35 - BALANCE BASED CHARGES	A monthly administrative fee assessed to address various regulatory and other charges affecting J.P. Morgan. The fee is set by J.P. Morgan, in its sole discretion, and is subject to periodic review and adjustment.	000230	1	\$0.0000	\$0.00	\$0.00	
<strong>Subtotal</strong>					\$0.00	\$0.00	
<strong>DEPOSITORY SERVICES</strong>							
501 - CHECK DEPOSITED-ON US	Charge per check for deposit of checks drawn on local J.P. Morgan banks.	100220	1	\$0.2500	\$0.25	\$64.44	
** 513 - CHECK DEPOSITED-TRANSIT	Charge per check for deposit of checks drawn on other banks.	100224	1	\$0.2500	\$0.25	\$64.44	
541 - REMOTE DEPOSIT CAPTURE ITEM	Charge for each check image submitted for deposit and clearing through the Remote Deposit Capture system.	101310	76	\$0.1500	\$11.40	\$2,938.56	
** 548 - REMOTE DEPOSIT CAPTURE MAINT	Monthly maintenance charge for the Remote Deposit Capture service.	101300	2	\$25.0000	\$50.00	\$12,888.42	
749 - COD DEPOSITORY CREDIT	Charge per deposit for Chase Quick Deposit depository credit.	010110	7	\$0.0000	\$0.00	\$0.00	
1400 - CREDITS POSTED	Charge per credit for any credit posted to an account. Examples include deposits, interest credits, adjustment credits, transfer credits, and other credits.	010101	1	\$1.1500	\$1.15	\$296.43	
** 1435 - RETURN ITEM	Charge per item for deposited checks that are returned unpaid.	100400	1	\$12.0000	\$12.00	\$3,093.22	
1438 - RETURN ALTERNATE ADDRESS	Charge per item for mailing advices and deposited checks returned unpaid to an address other than the normal account address.	100401	2	\$0.0000	\$0.00	\$0.00	
1448 - RETURN DETAIL REPORTING	Charge per item for providing detail reporting information on deposited checks returned unpaid or redeposited.	100411	2	\$1.5000	\$3.00	\$773.31	
1450 - RETURN ITEM REDEPOSIT	Charge per item for redepositing a check that was returned unpaid in another attempt to clear it.	100402	1	\$8.0000	\$8.00	\$2,062.15	
** 1455 - RETURN MAKER NAME	Charge per item to data key the returned check maker's name.	100430	2	\$0.6000	\$1.20	\$309.32	
<strong>Subtotal</strong>					\$87.25	\$22,490.29	
<strong>DISBURSEMENT SERVICES</strong>							
2205 - CONTROLLED DISB ACCT MAINT	Monthly maintenance charge for each Controlled Disbursement Account.	150000	2	\$70.0000	\$140.00	\$36,087.57	
2210 - CONTROLLED DISB CHECK POSTED	Charge per check for checks paid on a Controlled Disbursement Account.	150110	962	\$0.1000	\$96.20	\$24,797.32	
2338 - STOP PAYMENT AUTOMATIC RENEWAL	Charge for the automatic annual renewal of a commercial stop payment instruction.	150412	6	\$4.1000	\$24.60	\$6,341.10	
** 2370 - CHECK / DEBIT POSTED	Charge per check paid or debit posted to a Demand Deposit Account.	010100	95	\$0.0500	\$4.75	\$1,224.40	
3495 - IMAGE STORAGE PER ITEM	Charge per check paid for an account with the ACCESS Checks Inquiry with Image Retention Bill Plan.	151351	1,051	\$0.0350	\$36.79	\$9,483.30	
5234 - CONTROLLED DISB FUNDING	Charge per transfer for transferring funds from a Master Funding Account to replenish a Controlled Disbursement Account.	010112	42	\$0.1200	\$5.04	\$1,200.16	
** 6618 - CHECK INQUIRY MAINTENANCE	Monthly maintenance charge for Account Reconciliation Processing accounts for the ACCESS Checks Check Inquiry module.	150400	3	\$31.6667	\$95.00	\$24,487.99	
** 6620 - RECON REPORT / STATEMENT MAINT	Monthly maintenance charge for ACCESS Checks delivery of ARP Reconciliation Reports and Bank Statements.	200306	3	\$18.0000	\$54.00	\$13,919.49	
6625 - EXCEPTION NOTIFICATION - ACCT	Monthly per account charge for receiving e-mail notification of Positive Pay or ACH Transaction Review exception items via ACCESS Checks	150030	3	\$10.0000	\$30.00	\$7,733.05	
6637 - EXTENDED REPORT RETRIEVAL	Charge for a retrieving a report past the retention date on ACCESS Checks.	209999	7	\$0.0000	\$0.00	\$0.00	
6639 - STOP PAYMENT - ELECTRONIC	Charge for a stop payment order received via Payables Web Services or sent electronically to the Catalyst or Account Reconciliation Processing systems.	150410	9	\$7.2500	\$65.25	\$16,819.39	
** 6644 - ISSUE INPUT UPLOAD	Charge for each issue input file transmission uploaded via ACCESS Checks.	200201	17	\$10.0000	\$170.00	\$43,820.62	
<strong>Subtotal</strong>					\$721.63	\$186,013.38	
<strong>INT REC &amp; PAY - REPORT</strong>							
6179 - RECEIVABLES MAINT - ONLINE	Monthly maintenance charge per lockbox subscribed to Receivables Online Check and Document Image Presentment via web access. Checks and documents are available for same day viewing.	050005	2	\$20.0000	\$40.00	\$10,310.73	
** 6187 - LONG TERM STORAGE - CHECK	Assessed first month for each check image page for long term storage in the bank's archive for a lockbox subscribing to Doc Image or Receivables Presentment. Includes initial month on high-speed storage & 10 years in tape archive.	050620	152	\$0.0300	\$4.56	\$1,175.42	
<strong>Subtotal</strong>					\$44.56	\$11,486.16	
<strong>JPMORGAN ACCESS</strong>							
6040 - MONTHLY SERVICE	Monthly account maintenance charge for J.P. Morgan ACCESS.	401000	1	\$0.0000	\$0.00	\$0.00	
** 6041 - ACCOUNTS REPORTED	Monthly maintenance charge for a J.P. Morgan ACCESS Cash Balances and Transactions Reporting account.	40044Z	5	\$75.0000	\$375.00	\$96,663.14	
6043 - TRANSACTIONS REPORTED - 45 DAY	Charge per transaction loaded to the J.P. Morgan ACCESS Cash Balances and Transactions Reporting service with a 45 day history.	40066Z	1,915	\$0.0800	\$153.20	\$39,490.11	

6052 - CONT DISB CHECKS REPORTED	Charge per transaction for Controlled Disbursement Check transactions loaded to J.P. Morgan ACCESS.	40066Z	1,007	\$0.0800	\$80.56	\$20,765.82
6053 - EXTENDED TRANSACTION DETAIL	Charge per item for Extended Transaction Detail loaded to J.P. Morgan ACCESS.	40066Z	10,085	\$0.0000	\$0.00	\$0.00
Subtotal					\$608.76	\$156,919.07
OTHER PRODUCT SERVICES						
7954 - AVS STANDARD	Charge for each transaction that goes through Account Validation Standard solution delivered through JPM Account Validation Services when a verification and/or authentication response type is provided.	250101	1,200	\$0.3500	\$420.00	\$108,262.71
++						
7990 - INDIVIDUAL VALIDATION - US	Identity verification of individuals located in US.	329999	50	\$0.7500	\$37.50	\$9,666.31
7991 - BUSINESS VALIDATION - US	Identity verification of businesses located in US.	329999	50	\$3.0000	\$150.00	\$38,665.25
Subtotal					\$607.50	\$156,594.28
RECONCILIATION SERVICES						
3209 - PARTIAL RECONCILEMENT - MAINT	Monthly charge for each account on the Partial Reconciliation service.	200020	3	\$125.0000	\$375.00	\$96,663.14
3210 - PARTIAL RECONCILIATION-PER ITEM	Charge for each item reconciled and included on an account that has Partial Reconciliation service.	200120	1,002	\$0.0300	\$30.06	\$7,748.52
3228 - PAYEE NAME VERIFICATION	Charge for each check presented for payment on accounts that subscribe to the Payee Name Positive Pay service	150122	1,057	\$0.0300	\$31.71	\$8,173.83
3262 - POSITIVE PAY MAINTENANCE	Monthly fixed charge for each account with Positive Pay Services.	150030	3	\$0.0000	\$0.00	\$0.00
3263 - EXCEPTION ITEM	Charge per item for each Account Reconciliation Processing exception item reported to the client for their pay or return decision.	150300	8	\$2.2500	\$18.00	\$4,639.83
++						
3271 - ISSUE INPUT FILE WITH RECON	Charge for each account on an input transmission that has Account Reconciliation Processing (ARP) services.	200201	25	\$10.0000	\$250.00	\$64,442.09
3272 - CHECK EXCEPTION RETURN	Charge for a check that is returned based upon a request made by an Account Reconciliation Processing client.	150320	2	\$12.0000	\$24.00	\$6,186.44
++						
3291 - OUTPUT FILE	Charge for each Account Reconciliation Processing output transmission.	200301	21	\$12.0000	\$252.00	\$64,957.63
++						
3293 - EXCESSIVE ARP REJECTS	Charge for Account Reconciliation check exceptions that were in excess of 1% of the total monthly paid check volume.	200209	9	\$0.7000	\$6.30	\$1,623.94
++						
3294 - DATA ENTRY - MANUAL	Charge for each item manually keyed by Account Reconciliation Processing including any issues or voids.	200209	3	\$2.6000	\$7.80	\$2,010.59
++						
3386 - IMAGE CAPTURE PER ITEM	Charge per image for capture of all imageable transaction items (paid checks, deposit tickets, etc.) that are included in the CD ROM Image Viewer or made available for viewing online.	151351	1,051	\$0.0500	\$52.55	\$13,545.73
Subtotal					\$1,047.42	\$269,991.74
WIRE - U.S.						
5443 - SOFTI STANDARD CALCULATION	Charge per transaction to determine the balance requirement for a SOFTI (Standing Order Financial Transaction Initiation) automated funds transfer.	359999	21	\$2.0000	\$42.00	\$10,826.27
++						
5445 - FW SURCHARGE POST 5PM RECEIPT	Pass-through of Fed surcharge on all Fedwire debit instructions received by JPMC after 5pm for settlement	350531	1	\$0.2600	\$0.26	\$67.02
5446 - FW SURCHARGE \$10 MILLION+ D/C	Pass-through of Fed surcharge on all Fedwire debit or credit instructions received by JPMC that are greater than \$10 million	350531	1	\$0.1000	\$0.10	\$25.78
++						
5822 - ELECTRONIC BOOK DEBIT S/T	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in a credit to another J.P. Morgan account.	350120	51	\$5.0000	\$255.00	\$65,730.93
5823 - ELECTRONIC BOOK DEBIT REPAIR	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and that required a Bank operator's intervention to process, which resulted in a credit to another J.P. Morgan account.	350122	1	\$5.2500	\$5.25	\$1,353.28
++						
5824 - ELECTRONIC FED DEBIT S/T	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in an outbound Fedwire.	350100	5	\$5.2500	\$26.25	\$6,766.42
++						
5825 - ELECTRONIC FED DEBIT REPAIR	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and that required a Bank operator's intervention to process, which resulted in an outbound Fedwire.	350102	1	\$11.0000	\$11.00	\$2,835.45
++						
5826 - ELECTRONIC CHIP DEBIT S/T	Charge per transaction for a debit to a client's account, initiated via an electronic banking system and processed straight through without operator intervention, which resulted in an outbound CHIPS payment.	350110	8	\$5.2500	\$42.00	\$10,826.27
++						
5836 - ELECTRONIC FX DEBIT	Charge per transaction for a foreign exchange wire payment instruction initiated via an Auto FX solution such as J.P. Morgan ACCESS, Insight, PaySource, or SWIFT.	600221	5	\$10.0000	\$50.00	\$12,888.42
++						
5851 - ELECTRONIC FX DEBIT, "OUR"	Charge per transaction for a foreign exchange wire payment instruction initiated via an AutoFX solution such as J.P.Morgan ACCESS, Insight, Paysource, SWIFT or FED that has a format charges OUR.	600221	1	\$10.0000	\$10.00	\$2,577.68
++						
5873 - ELECTRONIC PRIORITY WIRE FEE	Transaction surcharge on wire instructions designated as 'Priority' by the client for the purpose of accelerating the processing of the transfer.	350530	2	\$17.0000	\$34.00	\$8,764.12
++						
5882 - REPETITIVE INSTRUCTION STORAGE	Charge to store repetitive payment instructions on the bank's processing application.	350530	7	\$1.1000	\$7.70	\$1,984.82
5883 - FED TRANSFER FEE	Fee that JPM is charged per transaction by the Federal Reserve Bank for Fedwire debits and credits.	350531	33	\$0.0000	\$0.00	\$0.00
5884 - CHIPS MESSAGE FEE	Message fee per transaction that J.P. Morgan is charged by the New York Clearing House for CHIPS debits.	350531	11	\$0.0000	\$0.00	\$0.00
++						
5886 - BOOK CREDIT	Credit to customer's account where the debit party was another J.P.Morgan account holder.	350320	3	\$2.2500	\$6.75	\$1,739.94
++						
5887 - FED CREDIT S/T	Charge for an incoming credit received from another bank via the Federal Reserve system and processed straight through without operator intervention.	350300	28	\$7.0000	\$196.00	\$50,522.60
++						
5889 - CHIPS CREDIT S/T	Charge for an incoming credit received from another bank via CHIPS and processed straight through without operator intervention.	350300	3	\$7.0000	\$21.00	\$5,413.14
++						
5927 - MAIL DEBIT ADVICE	Charge for the notification of a funds transfer debit forwarded to the client via the mail.	350412	12	\$5.0000	\$60.00	\$15,466.10
++						
5928 - MAIL CREDIT ADVICE	Charge for the notification of a funds transfer credit forwarded to the client via the mail.	350412	34	\$5.0000	\$170.00	\$43,820.62
++						
5962 - ELEC. DRAWDOWN FED REQUEST	Charge per transaction for a Fedwire drawdown request, initiated electronically, to draw funds in to a J.P Morgan account.	350521	26	\$3.2000	\$83.20	\$21,446.33
++						
5967 - RETURNED PAYMENT INVESTIGATION	Charge for an investigation of a Fed or CHIPS payment returned from the receiving bank.	350560	1	\$0.0000	\$0.00	\$0.00
5968 - UNEXECUTED PAYMENT	Charge for an investigation when a payment is not able to be executed.	350560	1	\$40.0000	\$40.00	\$10,310.73
5971 - SOLUTION CENTER PHONE INQUIRY	Charge for a call to the Solution Center for wire payment inquiries.	350530	1	\$0.0000	\$0.00	\$0.00
Subtotal					\$1,060.51	\$273,365.93
Total Charge for Services					\$5,401.22	\$1,392,263.64

\* Volumes and Balances on this Pro Forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

++ Denotes a new service, additional volume, and/or a new price.

## Certificate Of Completion

Envelope Id: C0510D0C-DBAD-4321-9857-CCB6C6DB6A2D	Status: Completed
Subject: Complete with Docusign: Appendix C Special Financial Institution Account Agree Amendment for Br...	
Client Entity Name/Request Name: BROOKHAVEN SCIENCE ASSOCIATES LLC	
IR Number/ Service Portal Case #/ Case ID/ Lockbox: NA	
ECID: 0034052208	
Source Envelope:	
Document Pages: 16	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	
Envelopeld Stamping: Enabled	
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	
	Envelope Originator: Nicholas Waldeck 383 Madison Ave New York, NY 10179 nicholas.waldeck@chase.com IP Address: 159.53.110.217

## Record Tracking

Status: Original	Holder: Nicholas Waldeck	Location: DocuSign
1/2/2025 12:13:11 PM	nicholas.waldeck@chase.com	
Security Appliance Status: Connected	Pool: JPMC Security Pool	

## Signer Events

Christine Kamil  
christine.s.kamil@jpmorgan.com  
MD

Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
1E1A28A7C6CF400...

Signature Adoption: Drawn on Device  
Using IP Address: 159.53.46.143

## Timestamp

Sent: 1/2/2025 12:17:47 PM  
Viewed: 1/2/2025 12:20:14 PM  
Signed: 1/2/2025 12:20:44 PM

Electronic Record and Signature Disclosure:  
Accepted: 1/2/2025 12:20:14 PM  
ID: e2a31645-652e-44f0-8fd2-3611edd945ec

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

## Witness Events

## Signature

## Timestamp

## Notary Events

## Signature

## Timestamp

## Envelope Summary Events

## Status

## Timestamps

Envelope Sent	Hashed/Encrypted	1/2/2025 12:17:48 PM
Certified Delivered	Security Checked	1/2/2025 12:20:14 PM
Signing Complete	Security Checked	1/2/2025 12:20:44 PM
Completed	Security Checked	1/2/2025 12:20:44 PM

## Payment Events

## Status

## Timestamps

## Electronic Record and Signature Disclosure



## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE 1.0\_07\_27\_20**

This Electronic Record and Signature Disclosure (“Terms”) sets forth the terms and conditions upon which JPMorgan Chase Bank, NA or its affiliates (“JPMorgan”) will accept a document signed by an authorized person (“Authorized Signer”) of a customer (“Customer”) of JPMorgan, using an electronic signature (“E-Signed Document”). Neither Customer nor JPMorgan are obligated to use or accept electronic signatures. The Customer may request that a document presented to it through a Platform be provided for manual signature. JPMorgan may require that the Customer provide a document or instruction manually signed by an Authorized Signer along with evidence of the Authorized Signer’s authority to execute such document or instruction.

**1. Eligible Platforms.** JPMorgan only accepts E-Signed Documents signed through e-signature platforms (each, a “Platform”) acceptable to JPMorgan on the terms set forth herein. A list of Platforms is available from JPMorgan upon request.. JPMorgan may accept E-Signed Documents signed through a Platform in instances where the signing event was initiated by JPMorgan or internally by the Customer. E-Signed Documents signed through a Platform must include a signature panel or other indicator evidencing that the document has not been modified since the signature was applied and a certificate of completion or audit trail providing details about each signer on the document, which must include, at a minimum, the signer’s email address and timestamp (“Completion Document”).

**2. Configuration of Platforms.** The Customer is responsible for its own use and configuration of each Platform. Security features (including, without limitation, encrypted messages, additional authentication requirements or features designed to prevent a document from being reassigned to another individual for signature) are included on the Platform for the benefit of the Customer (including, without limitation, to mitigate against fraud). By choosing not to use (or, in the case of encryption, not having the capability to use) any one or more security features, the Customer accepts the risks associated with not using such security measures. JPMorgan is not liable for any loss suffered by the Customer as a result of the Customer not using such security measures. The designated recipient of an email received from a Platform may not forward such email to another person for e-signature. If a document is misdirected, the recipient should contact JPMorgan or use functionality within the Platform to reassign the document to an Authorized Signer. The representations and warranties given by the Customer in these Terms will in no way be affected by a Customer’s choice not to use a security feature.

**3. Authority Documents; Personal Data.** The Customer has separately provided JPMorgan with documentation (i) showing or certifying the authority of its Authorized Signers to sign documents on behalf of the Customer and (ii) containing the correct name, business email address, and telephone numbers (“Personal Data”) for each Authorized Signer (“Authority Documents”). The Customer represents and warrants that the information contained in the Authority Documents is accurate and complete, and that the Customer will promptly notify JPMorgan if there are any changes to the Authority Documents, including if an Authorized Signer’s authority is modified or revoked. JPMorgan is authorized to rely on the information set forth in the Authority Documents until it receives and has had a reasonable time to act on such notice. In instances where JPMorgan initiates the signing event, JPMorgan will share Personal Data with the Platform for the sole purpose of facilitating the e-Signing process, and the

Customer and Authorized Signer hereby, and by executing an E-Signed Document, consent to the sharing of such information and waives (to the extent permissible) any restrictions on sharing such information under applicable law. Personal Data will be kept by the Platform for the duration of the e-Signing process and will be deleted after a period of one year.

**4. JPMorgan's Review of E-Signed Documents.** Upon receiving an E-Signed Document, JPMorgan will review the applicable Completion Document and current Authority Documents to (i) to verify that the signer of the E-Signed Document is an Authorized Signer, and (ii) verify that the email address associated with the electronic signature on the E-Signed Document is the email address of an Authorized Signer. JPMorgan will not verify whether the electronic signature in an E-Signed Document matches the specimen signature held by JPMorgan. The Customer agrees that verification of each E-Signed Document in accordance with this paragraph shall be deemed as prima-facie evidence of its having been duly executed by the Authorized Signer whose electronic signature appears thereon.

**5. Customer Representations and Warranties; Acknowledgements.** The Customer represents and warrants on a continuous basis that (i) each E-Signed Document has been validly executed by duly Authorized Signer(s) in accordance with the requirements of applicable law in the Customer's place of incorporation and, to the extent relevant, the Customer's constitutional documents; and (ii) each E-Signed Document constitutes a valid, legal, enforceable and binding obligation of the Customer. The Customer acknowledges that JPMorgan has relied on the foregoing representations and warranties when accepting E-Signed Documents. The Customer confirms that each E-Signed Document constitutes an electronic record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Such printed copies will be treated to the same extent and under the same conditions as other original business records created and maintained in documentary form.

The Customer represents and warrants that it has commercially reasonable policies and procedures intended to prevent unauthorized access to email messages delivered to any Authorized Signer at the Authorized Signer's business email address, which include the following: (i) each Authorized Signer is assigned a unique business email address; (ii) the Authorized Signer's access to the business email account requires at least the use of a unique username and password; and (iii) the Authorized Signer is required to maintain the security of the log-in password and other security used to access the business email account and not to reveal them to any other person.

**6. Limitation of Liability; Indemnification.** JPMorgan assumes no responsibility or liability arising from operation of a Platform or the transmission, treatment or storage of any data by a Platform, including, without limitation, any Personal Data. In consideration of JPMorgan accepting E-Signed Documents, the Customer indemnifies and holds JPMorgan, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including attorneys' fees) arising out of or resulting from JPMorgan's reliance on these Terms or on an E-Signed Document executed on behalf of the Customer.

7. **Governing Law.** These Terms and any non-contractual obligations arising out of or in relation to its terms shall be governed by the governing law and forum specified in the related E-signed Document, provided that when there is no governing law specified, these Terms shall be governed by and construed in accordance with the laws of New York and disputes arising out of or relating to its terms or any non-contractual obligations arising out of or relating to its terms will be submitted for resolution to the exclusive jurisdiction of the courts of New York, NY, without reference to the conflicts of laws provisions thereof. The Customer agrees that Personal Data will be subject to the laws and legal procedures of the jurisdictions where Platform's databases are located and to the Platform's data retention policy.

8. **Entire Agreement.** Except as otherwise agreed, these Terms shall constitute the entire agreement between JPMorgan and Customer with respect to the use and acceptance of electronic signatures. Therefore, any terms and conditions displayed through a Platform, on the Platform's website, or on the Customer website, or any other Customer terms and conditions, related to the use and acceptance of electronic signatures shall not be binding on JPMorgan or the Customer.

These Terms do not apply to Customers in connection with accounts and/or services provided by CB "J.P. Morgan Bank International" (LLC).