



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

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

**Contract Sections:**

- (a) Part I – Special Contract Requirements, *Table of Contents (TOC)*
  
- (b) Part II – Contract Clauses, *TOC: Section I clauses has been revised; replace the prior version with the updated attachment provided herein:*
  - I.116 - DEAR 952.250-70 - Nuclear Hazards Indemnity Agreement (Dec 2024)
  - I.126 - DEAR 970-5215-1 - Total Available Fee: Base Fee Amount and Performance Fee Amount (Dec 2024)
  - I.130A - DEAR 970.5222-4 - Unemployment Compensation (Dec 2024)
  
- (c) Part III – List of Documents, Exhibits, Attachments: *Section J Appendices has been revised; replace the prior version with the updated attachment provided herein:*
  - Appendix G – Purchasing System Requirements
  - Appendix I – DOE Directives/List B

**B. Table of Changes**

**Part I, Section H – Special Contract Requirements, Table of Contents (TOC)**

The clauses titles shown below are accurate post-modifications.

**Part II – Section I – Contract Clauses, TOC:**

*The following clause has been revised; replace the prior version with the updated attachment provided herein:*

Clause No.	Title	Change & Explanation
I.116	DEAR 952.250-70 - Nuclear Hazards Indemnity Agreement (Dec 2024)	Change: a. Makes minor editorial update to title adds "Agreement"
I.126	DEAR 970-5215-1 - Total Available Fee: Base Fee Amount and Performance Fee Amount (Dec 2024)	<b>Change:</b> a. Makes minor editorial updates in paragraph (3) inserted "shall" in first sentence and inserted number "45".
I.130A	DEAR 970.5222-4 - Unemployment Compensation (DEC 2024)	<b>Change:</b> a. Makes minor editorial updates in paragraph (a)(1) third sentence inserted "seven". b. Paragraph (a)(2) second sentence inserted "seven".

**PART III – SECTION J – LIST OF DOCUMENTS, EXHIBITS, ATTACHMENTS**

Clause No.	Title	Change & Explanation
Appendix G	Purchasing System Requirements	<b>Change:</b> a. Revises (1) threshold value from \$5M to 15M.  <b>Source:</b> Memorandum from Juston K. Fontaine dated February 19, 2026, to Craig Feguson, Acting Brookhaven Site Office Manager, Subject Procurement Review Threshold for Brookhaven National Laboratory.
Appendix I	DOE Directives/List B	<b>Added:</b> DOE Policy 411.2C, DOE Scientific Integrity Policy, dated 07/24/2025 <b>Deleted:</b> DOE P 411.2B Chg. 1, Scientific and Technical Information Management,

		<p>dated 01/19/2024</p> <p><b>Update:</b> DOE O 420.2D, Safety Accelerators (Remove Compliance Note), dated 09/09/2022 Deleted: DOE O 420.2C, Safety of Accelerator Facilities, dated 7/21/2011</p> <p><b>Explanation:</b> Per DOE Directive process.</p>
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C. All other Terms and Conditions remain unchanged.

**END OF MODIFICATION**

**PART II**

**SECTION I**

**CONTRACT CLAUSES**

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I.2	FAR 52.203-3	<a href="#"><u>Gratuities (Apr 1984)</u></a>	Award
I.3	FAR 52.203-5	<a href="#"><u>Covenant Against Contingent Fees (May 2014)</u></a>	02/20/2015
I.4	FAR 52.203-6	<a href="#"><u>Restrictions on Subcontractor Sales to the Government (Jun 2020)</u></a>	06/25/2020
I.5	FAR 52.203-7	<a href="#"><u>Anti-Kickback Procedures (Jun 2020)</u></a>	06/25/2020
I.6	FAR 52.203-8	<a href="#"><u>Cancellation, Rescission, and Recovery of Funds For Illegal or Improper Activity (May 2014)</u></a>	02/20/2015
I.7	FAR 52.203-10	<a href="#"><u>Price or Fee Adjustment for Illegal or Improper Activity (May 2014)</u></a>	02/20/2015
I.8	FAR 52.203-12	<a href="#"><u>Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)</u></a>	06/25/2020
I.9	FAR 52.203-13	<a href="#"><u>Contractor Code of Business Ethics and Conduct (Nov 2021)</u></a>	01/28/2022
I.10	FAR 52.203-14	<a href="#"><u>Display of Hotline Poster(s) (Nov 2021)</u></a>	01/28/2022
I.11		<a href="#"><u>RESERVED</u></a>	10/19/2016
I.12	FAR 52.203-17	<a href="#"><u>Contractor Employee Whistleblower Rights (Nov 2023)</u></a>	05/14/2024
I.12A	FAR 52.203-19	<a href="#"><u>Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)</u></a>	03/21/2017
I.13	FAR 52.204-4	<a href="#"><u>Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)</u></a>	Award
I.14	FAR 52.204-9	<a href="#"><u>Personal Identity Verification of Contractor Personnel (Jan 2011)</u></a>	Award
I.15	FAR 52.204-10	<a href="#"><u>Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)</u></a>	06/25/2020
I.16	FAR 52.204-13	<a href="#"><u>System for Award Management Maintenance (Oct 2018)</u></a>	05/14/2024

<b>Section/ Clause No.</b>	<b>FAR / DEAR</b>	<b>Title</b>	<b>Effective</b>
I.17	FAR 52.204-19	<a href="#"><u>Incorporation by Reference of Representations and Certifications (Dec 2014)</u></a>	05/14/2024
I.17A	FAR 52.204-21	<a href="#"><u>Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)</u></a>	01/28/2022
I.17B	FAR 52.204.23	<a href="#"><u>Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)</u></a>	05/14/2024
I.17C	FAR 52.204-25	<a href="#"><u>Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services and Equipment (Nov 2021)</u></a>	01/28/2022
I.18		<a href="#"><u>RESERVED</u></a>	06/15/2023
I.19	FAR 52.209-6	<a href="#"><u>Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment, or Voluntarily Excluded (Jan 2025)</u></a>	10/30/2025
I.20	FAR 52.209-9	<a href="#"><u>Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)</u></a>	10/24/2018
I.21	FAR 52.209-10	<a href="#"><u>Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)</u></a>	04/18/2016
I.22	FAR 52.210-1	<a href="#"><u>Market Research (Nov 2021)</u></a>	01/28/2022
I.23	FAR 52.211-5	<a href="#"><u>Material Requirements (Aug 2000)</u></a>	Award
I.24	FAR 52.215-8	<a href="#"><u>Order Of Precedence--Uniform Contract Format (Oct 1997)</u></a>	Award
I.25	FAR 52.215-12	<a href="#"><u>Subcontractor Certified Cost or Pricing Data (Jun 2020)</u></a>	06/25/2020
I.26	FAR 52.215-13	<a href="#"><u>Subcontractor Certified Cost or Pricing Data— Modifications (Jun 2020)</u></a>	06/25/2020
I.27	FAR 52.215-14	<a href="#"><u>Integrity of Unit Prices (Nov 2021)</u></a>	01/28/2022

<b>Section/ Clause No.</b>	<b>FAR / DEAR</b>	<b>Title</b>	<b>Effective</b>
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I.29	FAR 52.215-17	<a href="#">Waiver of Facilities Capital Cost of Money (Oct 1997)</a>	Award
I.30	FAR 52.215-23	<a href="#">Limitations on Pass-Through Charges (Jun 2020)</a>	06/25/2020
I.31	FAR 52.219-4	<a href="#">Notice of Price Evaluation for HUBZone Small Business Concerns (Oct 2022)</a>	06/15/2023
I.32	FAR 52.219-8	<a href="#">Utilization of Small Business Concerns (Jan 2025)</a>	10/30/2025
I.33	FAR 52.219-9	<a href="#">Small Business Subcontracting Plan</a>	10/30/2025
I.34	FAR 52.219-16	<a href="#">Liquidated Damages--Subcontracting Plan (Sep 2021)</a>	09/24/2021
I.35		<a href="#">RESERVED</a>	02/20/2015
I.36		<a href="#">RESERVED</a>	Award
I.37	FAR 52.222-1	<a href="#">Notice to the Government of Labor Disputes (Feb 1997)</a>	Award
I.38	FAR 52.222-3	<a href="#">Convict Labor (Jun 2003)</a>	Award
I.39	FAR 52.222-4	<a href="#">Contract Work Hours and Safety Standards-- Overtime Compensation (May 2018)</a>	06/26/2018
I.40	FAR 52.222-11	<a href="#">Subcontracts (Labor Standards) (May 2014)</a>	02/20/2015
I.40A	FAR 52.222-19	<a href="#">Child Labor - Cooperation with Authorities and Remedies (Jan 2025)</a>	10/30/2025
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I.42		RESERVED	10/30/2025
I.43		RESERVED	10/30/2025
I.44	FAR 52.222-35	<a href="#">Equal Opportunity for Veterans (Jun 2020)</a>	06/25/2020

<b>Section/ Clause No.</b>	<b>FAR / DEAR</b>	<b>Title</b>	<b>Effective</b>
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I.46	FAR 52.222-37	<a href="#"><u>Employment Reports on Veterans (Jun 2020)</u></a>	06/25/2020
I.47	FAR 52.222-40	<a href="#"><u>Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)</u></a>	Award
I.48	FAR 52.222-50	<a href="#"><u>Combating Trafficking In Persons (Nov 2021)</u></a>	01/28/2022
I.49	FAR 52.222-54	<a href="#"><u>Employment Eligibility Verification (Jan 2025)</u></a>	10/30/2025
I.50	FAR 52.223-2	<a href="#"><u>Reporting of BioBased Products Under Service and Construction Contracts (May 2024)</u></a>	11/26/2024
I.51	FAR 52.223-3	<a href="#"><u>Hazardous Material Identification and Material Safety Data (Feb 2021) (Alternate I) (Jul 1995)</u></a>	03/30/2021
I.52	FAR 52.223-5	<a href="#"><u>Pollution Prevention and Right-To-Know Information (May 2024)</u></a>	11/26/2024
I.53		<a href="#"><u>RESERVED</u></a>	02/20/2015
I.54	FAR 52.223-9	<a href="#"><u>Estimate of Percentage of Recovered Material Content for EPA Designated Items (May 2008)</u></a>	Award
I.55	FAR 52.223-10	<a href="#"><u>Waste Reduction Program (May 2024)</u></a>	11/26/2024
I.56	FAR 52.223-11	<a href="#"><u>Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (May 2024)</u></a>	11/26/2024
I.57	FAR 52.223-12	<a href="#"><u>Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (May 2024)</u></a>	11/26/2024
I.57A	FAR 52.223-13	<a href="#"><u>Acquisition of EPEAT® - Registered Imaging Equipment (Jun 2014) (Alternate I) (Oct 2015)</u></a>	04/18/2016
I.57B	FAR 52.223-14	<a href="#"><u>Acquisition of EPEAT® - Registered Televisions (Jun 2014) (Alternate I) (Jun 2014)</u></a>	02/20/2015
I.58	FAR 52.223-15	<a href="#"><u>Energy Efficiency in Energy Consuming Products (May 2020)</u></a>	06/25/2020

<b>Section/ Clause No.</b>	<b>FAR / DEAR</b>	<b>Title</b>	<b>Effective</b>
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I.60	FAR 52.223-17	<a href="#">Affirmative Procurement of EPA - Designated Items in Service and Construction Contracts (Aug 2018)</a>	10/24/2018
I.61	FAR 52.223-18	<a href="#">Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020)</a>	06/25/2020
I.62		<a href="#">RESERVED</a>	10/30/2025
I.62A	FAR 52.223-20	<a href="#">Aerosols (May 2024)</a>	11/26/2024
I.62B	FAR 52.223-21	<a href="#">Foams (May 2024)</a>	11/26/2024
I.62C		<a href="#">RESERVED</a>	11/16/2024
I.62D	FAR 52.223-23	<a href="#">Sustainable Products and Services (May 2024)</a>	11/26/2024
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I.64	FAR 52.224-2	<a href="#">Privacy Act (Apr 1984)</a>	Award
I.64A	FAR 52.224-3	<a href="#">Privacy Training (Jan 2017)</a>	03/21/2017
I.65	FAR 52.225-1	<a href="#">Buy American - Supplies (Oct 2022)</a>	06/15/2023
I.66	FAR 52.225-8	<a href="#">Duty-Free Entry (Oct 2010)</a>	Award
I.67	FAR 52.225-9	<a href="#">Buy American—Construction Materials (Oct 2022)</a>	06/15/2023
I.68	FAR 52.225-13	<a href="#">Restrictions on Certain Foreign Purchases (Feb 2021)</a>	03/30/2021
I.69		<a href="#">RESERVED</a>	10/19/2016
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I.73	FAR 52.229-8	<a href="#">Taxes--Foreign Cost-Reimbursement Contracts (Mar 1990)</a>	Award
I.74	FAR 52.230-2	<a href="#">Cost Accounting Standards (Jun 2020)</a>	06/25/2020
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I.77	FAR 52.232-24	<a href="#">Prohibition of Assignment of Claims (May 2014)</a>	02/20/2015
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I.79	FAR 52.233-1	<a href="#">Disputes (May 2014) (Alternate I) (Dec 1991)</a>	02/20/2015
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I.82	FAR 52.236-8	<a href="#">Other Contracts (Apr 1984)</a>	Award
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I.85	FAR 52.242-1	<a href="#">Notice of Intent to Disallow Costs (Apr 1984)</a>	Award
I.85A	FAR 52.242-3	<a href="#">Penalties for Unallowable Costs (Dec 2022) (Deviation) (PF 2022-23) (Oct 2021)</a>	06/15/2023

<b>Section/ Clause No.</b>	<b>FAR / DEAR</b>	<b>Title</b>	<b>Effective</b>
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F.3	FAR 52.242-15	<a href="#"><u>Stop Work Order (Aug 1989) (Alternate 1) (Apr 1984) (See Section F)</u></a>	Award
I.87	FAR 52.244-5	<a href="#"><u>Competition in Subcontracting (Aug 2024)</u></a>	11/26/2024
I.88	FAR 52.244-6	<a href="#"><u>Subcontracts for Commercial Products and Commercial Services (Oct 2025)</u></a>	10/30/2025
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I.95	FAR 52.250-1	<a href="#"><u>Indemnification Under Public Law 85-804 (Apr 1984) (Alternate I)</u></a>	04/10/2020
I.96	FAR 52.251-1	<a href="#"><u>Government Supply Sources (Apr 2012) (SC Alternate) (Apr 2018)</u></a>	06/28/2019
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I.106	DEAR 952.209-72	<a href="#">Organizational Conflicts of Interest (Aug 2009) (Alternate I)</a>	09/22/2017
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I.110		<a href="#">RESERVED</a>	03/29/2019
I.111	DEAR 952.223-78	Sustainable Acquisition Program (Dec 2024)	10/30/2025
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I.112		<a href="#">RESERVED</a>	06/28/2019
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<b>Section/ Clause No.</b>	<b>FAR / DEAR</b>	<b>Title</b>	<b>Effective</b>
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I.113	DEAR 952.235-71	<a href="#">Research Misconduct (Jul 2005)</a>	10/27/2017
I.114	DEAR 952.242-70	<a href="#">Technical Direction (Dec 2000)</a>	Award
I.115		<a href="#">RESERVED</a>	04/26/2018
I.116	DEAR 952.250-70	<a href="#">Nuclear Hazards Indemnity Agreement (Dec 2024)</a>	10/30/2025
I.117	DEAR 952.251-70	<a href="#">Contractor Employee Travel Discounts (Aug 2009)</a>	10/27/2017
I.118	DEAR 970.5203-1	<a href="#">Management Controls (Jun 2007) (SC Alternate II) (Apr 2018) (Deviation) (PF 2022-23) (Oct 2021)</a>	02/16/2022
I.119	DEAR 970.5203-2	<a href="#">Performance Improvement and Collaboration (May 2006)</a>	Award
I.120	DEAR 970.5203-3	<a href="#">Contractor's Organization (Dec 2000) (SC Alternate) (Apr 2018)</a>	06/28/2019
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I.122	DEAR 970.5204-2	<a href="#">Laws, Regulations and DOE Directives (Dec 2000) (Deviation) (SC Deviation) (May 2018)</a>	03/29/2019
I.123	DEAR 970.5204-3	<a href="#">Access To and Ownership of Records (Dec 2024)</a>	10/30/2025
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I.127	DEAR 970.5215-3	<a href="#">Conditional Payment of Fee, Profit, and Other Incentives - Facility Management Contracts (Dec 2024)</a>	10/30/2025
I.127A	DEAR 970.5216-7	<a href="#">Allowable Cost and Payment (Oct 2021) (Deviation) (PF 2022-23) (Oct 2021)</a>	02/16/2022

<b>Section/ Clause No.</b>	<b>FAR / DEAR</b>	<b>Title</b>	<b>Effective</b>
I.128	DEAR 970.5217-1	<a href="#">Strategic Partnership Projects Program (Non-DOE Funded Work) (Dec 2024)</a>	10/30/2025
I.128A	DEAR 970.5217-2	Agreements for Commercializing Technology (ACT) (Dec 2024)	10/30/2025
I.128B	DEAR 970.5219	Small Business Subcontracting Plan (Dec 2024)	10/30/2025
I.129	DEAR 970.5222-1	<a href="#">Collective Bargaining Agreements—Management And Operating Contracts (Dec 2000)</a>	Award
I.130	DEAR 970.5222-2	<a href="#">Overtime Management (Dec 2000) (SC Alternate) (Apr 2018)</a>	04/26/2018
I.130A	DEAR 970.5222-4	Unemployment Compensation (Dec 2024)	10/30/2025
I.131	DEAR 970.5223-1	<a href="#">Integration of Environment, Safety, and Health into Work Planning and Execution (Dec 2000)</a>	Award
I.132		RESERVED	10/30/2025
I.133		RESERVED	10/30/2025
I.134	DEAR 970.5225-1	<a href="#">Compliance with Export Control Laws and Regulations (Nov 2015)</a>	05/14/2024
I.135		<a href="#">RESERVED</a>	02/20/2025
I.136	DEAR 970.5226-2	<a href="#">Workforce Restructuring Under Section 3161 of The National Defense Authorization Act for Fiscal Year 1993 (Dec 2000)</a>	Award
I.137	DEAR 970.5226-3	<a href="#">Community</a> Commitment (Dec 2000)	10/30/2025
I.137A	DEAR 970.5226-5	Workplace Substance Abuse Programs at DOE Sites (Dec 2010)	10/30/2025
I.138	DEAR 970.5227-2	<a href="#">Rights In Data-Technology Transfer (Dec 2024)</a>	10/30/2025
I.139	DEAR 970.5227-3	<a href="#">Technology Transfer Mission (Dec 2024)</a>	10/30/2025
I.140	DEAR 970.5227-4	<a href="#">Authorization and Consent (Dec 2024)</a>	10/30/2025

<b>Section/ Clause No.</b>	<b>FAR / DEAR</b>	<b>Title</b>	<b>Effective</b>
I.141	DEAR 970.5227-5	<a href="#"><u>Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2024)</u></a>	10/30/2025
I.142	DEAR 970.5227-6	<a href="#"><u>Patent Indemnity - Subcontracts (Dec 2000)</u></a>	Award
I.143	DEAR 970.5227-8	<a href="#"><u>Refund of Royalties (Aug 2002)</u></a>	Award
I.144	DEAR 970.5227-10	<a href="#"><u>Patent Rights - Management and Operating Contracts, Nonprofit Organization or Small Business Firm Contractor (Dec 2024)</u></a>	10/30/2025
I.145		<a href="#"><u>RESERVED</u></a>	Award
I.146	DEAR 970.5228-1	<a href="#"><u>Insurance--Litigation and Claims (Jul 2013)</u></a>	Award
I.147	DEAR 970.5229-1	<a href="#"><u>State and Local Taxes (Dec 2000)</u></a>	Award
I.148	DEAR 970.5231-4	<a href="#"><u>Preexisting Conditions (Dec 2000) (Alternate I) (Dec 2000)</u></a>	Award
I.149	DEAR 970.5232-1	<a href="#"><u>Reduction or Suspension of Advance, Partial, or Progress Payments (Dec 2000)</u></a>	Award
I.150	DEAR 970.5232-2	<a href="#"><u>Payments and Advances (Dec 2024) - Alternate II (Dec 2024)</u></a>	10/30/2025
I.151	DEAR 970.5232-3	<a href="#"><u>Accounts, Records and Inspection (Dec 2024)</u></a>	10/30/2025
I.152	DEAR 970.5232-4	<a href="#"><u>Obligation of Funds (Dec 2000)</u></a>	04/28/2025
I.153	DEAR 970.5232-5	<a href="#"><u>Liability With Respect to Cost Accounting Standards (Dec 2000)</u></a>	10/27/2017
I.154	DEAR 970.5232-6	<a href="#"><u>Strategic Partnership Project Funding Authorization (Apr 2015)</u></a>	10/28/2015
I.155	DEAR 970.5232-7	<a href="#"><u>Financial Management System (Dec 2024)</u></a>	10/30/2025
I.156	DEAR 970.5232-8	<a href="#"><u>Integrated Accounting (Dec 2000) (Deviation) (PF 2022-23) (Oct 2021)</u></a>	02/16/2022
I.157	DEAR 970.5235-1	<a href="#"><u>Federally Funded Research and Development Center Sponsoring Agreement (Dec 2024)</u></a>	10/30/2025

<b>Section/ Clause No.</b>	<b>FAR / DEAR</b>	<b>Title</b>	<b>Effective</b>
I.158	DEAR 970.5236-1	<a href="#"><u>Government Facility Subcontract Approval (Dec 2000) (SC Alternate) (Apr 2018)</u></a>	03/29/2019
I.159	DEAR 970.5242-1	<a href="#"><u>Penalties for Unallowable Costs (Aug 2009)</u></a>	Award
I.160	DEAR 970.5243-1	<a href="#"><u>Changes (Dec 2000)</u></a>	Award
I.161	DEAR 970.5244-1	<a href="#"><u>Contractor Purchasing System (Dec 2024)</u></a>	10/30/2025
I.162	DEAR 970.5245-1	<a href="#"><u>Property (Dec 2024)</u></a>	10/30/2025

**CLAUSE I.116 - 952.250-70 – Nuclear Hazards Indemnity Agreement (DEC 2024)**

- (a) **Definitions.** Except as otherwise specified within this clause, all definitions set forth in the Atomic Energy Act of 1954, as amended (hereinafter called the Act), shall apply to this clause.

“Extraordinary nuclear occurrence” means an event that DOE has determined to be such an occurrence, as defined in the Act. A determination of whether or not there has been an extraordinary nuclear occurrence will be made in accordance with the procedures in 10CFR part 840.

“**Public liability,**” referred below, is public liability as defined in the Act, which (1) arises out of or in connection with the activities under this contract, including transportation; and (2) arises out of or results from a nuclear incident or precautionary evacuation.

- (b) **Authority.** This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Act.
- (c) **Financial protection.** Except as hereafter permitted or required in writing by DOE, the Contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (a) of this clause. DOE may, however, at any time require in writing that the Contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the Contractor by DOE.
- (d) **Indemnification.** To the extent that the Contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the Contractor and other persons indemnified against (i) claims for public liability as described in paragraph (a) of this clause; and (ii) such legal costs of the Contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170e.(1)(B) of the Act in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$2,000,000,000 in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

- (e)
- (1) **Waiver of defenses.** In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the Contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.
- (2) In the event of an extraordinary nuclear occurrence that—
- (i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

- (ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or
  - (iii) Arises out of or results from the possession, operation, or use by the Contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or
  - (iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the Contractor, on behalf of itself and other persons indemnified, agrees to waive—
    - (A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to negligence, contributory negligence, assumption of risk; or unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;
    - (B) Any issue or defense as to charitable or governmental immunity; and any issue or defense based on any statute of limitations, if suit is instituted within three years of the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.
  - (v) For the purposes of making a determination of whether or not there has been an extraordinary nuclear occurrence, “*offsite*” as used in 10 CFR part 840 means “away from the contract location” a phrase that means any DOE facility, installation, or site at which contractual activity under this contract is being carried out, and any contractor-owned or controlled facility, installation, or site at which the Contractor is engaged in the performance of contractual activity under this contract.
- (3) The waivers set forth in paragraph (e) of this clause—
- (i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;
  - (ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;
  - (iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

- (iv) Shall not apply to any injury or damage to a claimant (or claimant's property) that is intentionally sustained by the claimant or that results from a nuclear incident intentionally and wrongfully caused by the claimant;
  - (v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefore are either payable or required to be provided under any workmen's compensation or occupational disease law;
  - (vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;
  - (vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and
  - (viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim not within the protection afforded under
    - (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.
- (f) **Notification and litigation of claims.** The Contractor shall give immediate written notice to DOE of any known action or claim filed or made against the Contractor or other person indemnified for public liability as defined in paragraph (a) of this clause. Except as otherwise directed by DOE, the Contractor shall furnish promptly to DOE copies of all pertinent papers received by the Contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the Contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to:
- (1) Require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and
  - (2) Appear through the Attorney General on behalf of the Contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the Contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) **Continuity of DOE obligations.** The obligations of DOE under this clause shall not be affected by any failure on the part of the Contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the Contractor, or by the completion, termination or expiration of this contract.
- (h) **Effect of other clauses.** The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the Disputes clause, provided, however, that this clause is subject to the clauses at 48 CFR 52.203-5, Covenant Against Contingent Fees, and 970.5232-3, Accounts, Records, and Inspection, and

any provisions later added to this contract, as required by applicable Federal law, including statutes, Executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.

- (i) **Civil penalties.** The Contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders and pursuant to section 234C of the ACT, for violation of applicable DOE worker safety and health related rules, regulations, and orders. If the Contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any one-year period (as determined by the Secretary) under this contract.
- (j) **Criminal penalties.** Any individual director, officer, or employee of the Contractor or of its subcontractors and suppliers indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowingly and willfully violating the Act, and applicable DOE nuclear safety-related rules, regulations or orders for which violation results in, or, if undetected, would have resulted in a nuclear incident.
- (k) **Inclusion in subcontracts.** The Contractor shall insert this clause in any subcontract that may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (a) of this clause. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.

*Effective date:*

( ) See note II below for instructions related to this section on Effective Date.

Relationship to general indemnity

( ) See note III below for instructions related to this section on Relationship to General Indemnity.

(End of Clause)

Note I

- (1) For contracts with an award date after August 16, 2012, do not include an effective date provision.
- (2) For contracts with an award date before August 16, 2012—

(i) If the contract contains the Nuclear Hazards Indemnity Agreement clause (June 1996 or prior version), replace the clause at 952.250-70 with this clause and use the EFFECTIVE DATE title and language, as follows:

“Effective Date. This contract was awarded on or after August 8, 2005, and at contract award contained the clause at 952.250-70 (JUN 1996) or prior version. That clause has been deleted and

replaced with this clause. The Price-Anderson Amendments Act of 2005, described by this clause, controls the indemnity for any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for civil penalties for violations of the Atomic Energy Act of 1954 under this contract is described by paragraph (i) of this clause.

(ii) If the contract was awarded prior to August 8, 2005, and contains the Nuclear Hazards Indemnity Agreement clause, dated June 1996 or prior version, add this clause in addition to the clause at 952.250-70 or prior version and use the EFFECTIVE DATE title and language, as follows:

“Effective Date. This contract was in effect prior to August 8, 2005, and contains the clause at 952.250-70 (JUN 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005.

The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

#### Note II

The following alternate will be added to the above Nuclear Hazards Indemnity Agreement clause for all contracts that contain a general authority indemnity pursuant to 950.7101. Caution: Be aware that for contracts that will have this provision added, but that do not contain an effective date provision, this paragraph shall be marked (1). In the event an Effective Date provision has been included, it shall be marked (m).

“( ) To the extent that the Contractor is compensated by any financial protection, or is indemnified pursuant to this clause, or is effectively relieved of public liability by an order or orders limiting same, pursuant to 170e of the Act, the provisions of the clause providing general authority indemnity shall not apply.”

(End of note)

**CLAUSE I.126 – 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount  
(Dec 2024)**

- (a) **Total available fee.** Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances."
- (b) **Fee Negotiations.** For any fee negotiations under this contract, at any time prior to the beginning of the evaluation period the negotiations cover, the Contracting Officer and Contractor shall attempt to reach agreement on: the requirements for the evaluation period including, if appropriate, the evaluation areas and individual requirements subject to incentives; the total available fee amount of the evaluation period; and the allocation of the total available fee amount. If agreement is reached prior to the beginning of the evaluation period, the Contracting Officer shall modify the contract to reflect the agreement. If agreement is not reached prior to the beginning of the evaluation period, the Contracting Officer will, prior to the beginning of the evaluation period, unilaterally determine: the requirements of the evaluation period including, if appropriate, the evaluation areas and individual requirements subject to incentives, the total available fee amount, and the allocation of the total available fee amount. The Contracting Officer shall modify the contract to reflect the determination.
- (c) **Determination of total available fee amount earned.**
- (1) The Department of Energy (DOE) shall, at the conclusion of each specified evaluation period, evaluate the Contractor's performance of all requirements, and determine the total available fee amount earned. At the DOE's discretion, if the contract established specific incentivized requirements and a schedule for their completion and the Contractor completes them during the evaluation period, DOE may evaluate the Contractor's performance upon the requirements' completion. The Contractor agrees the determination of the total available fee amount earned is a unilateral determination made by the Fee Determining Official (FDO). DOE will identify the FDO. The FDO will be the DOE Operations/Field Office Manager, or another DOE official designated by the Assistant Secretary or equivalent (not delegable).
  - (2) If the award fee cycle consists of one evaluation period, award fee not earned during the evaluation period shall not be allocated to future evaluation periods. At the sole discretion of DOE, if the award fee cycle consists of more than one evaluation period, award fee not earned during the evaluation period may be allocated to future evaluation periods within the same award fee cycle.
  - (3) Following each evaluation period, the Contractor shall submit a self-assessment within 45 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct them and avoid their recurrence. The FDO will review the Contractor's self-assessment as part of the evaluation of the Contractor's performance during the period.
  - (4) The FDO will evaluate the Contractor's performance in accordance with the Performance Evaluation and Measurement Plan (PEMP) described in paragraph (d) of this clause unless

otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the total available fee amount earned determination and the basis of the determination.

- (d) **PEMP.** To the extent not set forth elsewhere in the contract:
- (1) DOE shall establish a PEMP upon which the determination of the total available fee amount earned shall be based. The PEMP will address all of the requirements of contract performance specified in the contract directly or by reference. The Contracting Officer shall provide the Contractor with a copy of the PEMP before the start of an evaluation period.
  - (2) The PEMP will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. The PEMP will include, per 48 CFR 16.402-1, a cost incentive (or constraint). The criteria in the PEMP should be objective but may also include subjective criteria. The PEMP will set forth the method by which the total available fee amount will be allocated and the total available fee amount earned will be determined.
  - (3) The PEMP may be revised, either unilaterally (by DOE) or bilaterally, during the evaluation period. If it is revised, the Contracting Officer shall notify the contractor—
    - (i) Of unilateral revisions (unless they are urgent and high priority) at least ninety calendar days prior to the end of the evaluation period and at least thirty calendar days prior to the effective date of the revision;
    - (ii) Of such bilateral changes (unless they are urgent and high priority) at least sixty calendar days prior to the end of the evaluation period;
    - (iii) Of urgent and high priority revisions, whether made unilateral or bilaterally, at least thirty calendar days prior to the end of the evaluation period.
- (e) **Schedule for total available fee amount earned determinations.** The FDO shall issue the final total available fee amount earned determination in accordance with the schedule set forth in the PEMP or as otherwise set forth in this contract.
- (1) The determination for the evaluation period must be made within the later of: sixty calendar days after the receipt by the Contracting Officer of the Contractor's self-assessment, if one is required or permitted; seventy calendar days after the end of the evaluation period; or a longer period if the Contractor and Contracting Officer agree.
  - (2) If the FDO elects to evaluate the Contractor's performance of any specific requirements upon their completion, the determination of any fee amount earned must be made: within seventy calendar days of the requirements' completion; or a longer period if the Contractor and Contracting Officer agree.
  - (3) If the determination is not made within the periods stated above, the Contractor shall be entitled to interest on the total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 7109) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after

the schedule determination date through the actual date the determination is made. That is, interest accrued at the end of any 30-day period will be added to the total available fee amount earned and be subject to interest if not paid in the succeeding 30-day period.

(End of Clause)

**CLAUSE I.130A – DEAR 970.5222-4 – Unemployment Compensation (DEC 2024)**

- (a) When under state law the contractor is permitted the option to pay unemployment claims either through the state unemployment insurance tax (pay in) or by reimbursing the state for actual claims paid out to former employees (opt out), the contractor shall provide the following:
- (1) *Statement of Coverage.* The statement of coverage shall identify whether the contractor will opt into the state unemployment fund through payment of the unemployment insurance tax or opt out by reimbursing the state(s) for actual claims paid. A statement of coverage shall be provided within seven calendar days of contract award, contract extension, or exercise of an option.
  - (2) *Change in Election Status.* The contractor shall notify the contracting officer no less than seven calendar days before state approval is sought to change its pay in or opt out election.
- (b) The Government reserves the right to request additional information to assess budgetary and programmatic risks and impact when the contractor chooses to opt out.

(End of Clause)

## **APPENDIX G**

### **PURCHASING SYSTEM REQUIREMENTS**

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

## **Purchasing System Requirements**

This Appendix and Section I Clause entitled “DEAR 970.5244-1 – Contractor Purchasing System” sets forth DOE requirements applicable to the Purchasing System established under the contract for the management of Brookhaven National Laboratory (BNL).

### Subcontracts Not Binding on DOE

As used herein, the term “subcontracts” includes subcontracts, purchase orders, letter agreements, basic ordering agreements, consultant agreements, micro-purchases, EDI and other electronic contracting transactions, and lower tier subcontracts under cost-type subcontracts (in an unbroken cost-type chain) that represent costs properly chargeable to the Prime Contract.

All applicable subcontracts made in the name of the BNL M&O Contractor shall not bind or purport to bind the Government, shall not relieve the Contractor of any obligation under the Prime Contract (including, among other things, the obligation to properly supervise and coordinate the work of subcontractors), and shall contain such provisions as are required by this contract or as DOE may prescribe based on Federal statutes and regulations, or DOE Orders and Policies.

### DOE Approval

Prior DOE written approval is required for the following actions:

1. Laboratory Acquisition Plans, Solicitations, and Awards of any subcontract having a value of \$15,000,000.00 or greater, or any subcontract modification which will cause the value to exceed \$15,000,000.00;
2. Except as otherwise expressly provided or directed, in writing, by DOE Patent Counsel with notification to the Contracting Officer, actions which involve any one of, or combination of, the following intellectual property matters:
  - a. Acquisition of software by negotiated lease or license;
  - b. Purchase of patents or patent license rights, including the payment of royalties and permits, or license fees;
  - c. Recognition of proprietary rights, including the recognition of technical data as trade secrets; or,
  - d. Any restriction of DOE’s use of data procured under a subcontract.
3. All Inter-Contractor Purchases (ICP’s) regardless of dollar value.

4. All new, additions, modifications or deletions of Laboratory Procurement Policies and Procedures shall be submitted to DOE for approval prior to implementation.

The above approval requirements do not eliminate any other requirement for review, concurrence, or approval of other proposed actions specified in the subject contract or DOE's right to require consent on any single or class of purchasing actions selected for special surveillance.

**APPENDIX I**

**DOE Directives/List B**

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

There is no List A to this Appendix.

List B to this Appendix contains the following:

Part I: "Directives List"

This section contains a list of Directives that are considered by DOE as applicable to the BNL contract.

**Appendix I - Part I**  
**DOE DIRECTIVES LIST**

DOE Directives may be found at the following address: <http://www.directives.doe.gov>

ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
9/4/2008	Manual	142.2-1	Chg. 1 (Admin Chg.) 6/27/2013	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
12/15/2006	Order	142.2A	Chg. 1 (Admin Chg.) 6/27/2013	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
1/15/2021	Order	142.3B	Chg. 1 (LtdChg) 3/2/2022	Unclassified Foreign National Access Program
12/21/2021	Order	150.1B		Continuity Programs
10/28/2024	Order	151.1E		Comprehensive Emergency Management System
11/17/2022	Order	153.1A		Departmental Nuclear Emergency Support Team Capabilities
12/23/2008	Order	200.1A	Chg.2 (LtdChg) 8/11/2023	Information Technology Management
4/30/2024	Order	205.1D		Department of Energy Cybersecurity Program
1/19/2024	Order	206.1A		Department of Energy Privacy Program
2/19/2013	Order	206.2	Chg. 2 (LtdChg) 10/28/2024	Identity, Credential and Access Management (ICAM)
4/8/2011	Order	210.2A		DOE Corporate Operating Experience Program
9/27/2016	Order	221.1B		Reporting Fraud, Waste, and Abuse to the Office of Inspector General
2/25/2008	Order	221.2A		Cooperation with the Office of Inspector General
3/4/2011	Order	225.1B		Accident Investigations
12/21/2015	Order	227.1A	Chg. 1 (Admin Chg.) 1/21/2020	Independent Oversight Program
6/27/2011	Order	231.1B	Chg. 1 (Admin Chg.) 11/28/2012	Environment, Safety and Health Reporting
1/17/2017	Order	232.2A	Chg.1 (Minor Chg.) 10/04/2019	Occurrence Reporting and Processing of Operations Information
10/28/2024	Order	241.1C		Scientific and Technical Information Management

**Appendix I - Part I**  
**DOE DIRECTIVES LIST**

DOE Directives may be found at the following address: <http://www.directives.doe.gov>

ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
2/7/2022	Order	243.1C		Records Management Program
2/23/2011	Order	252.1A	Chg. 2 (Admin Chg.) 9/30/2024	Technical Standards Program
11/19/2009	Order	313.1		Management and Funding of the Department's Overseas Presence
10/18/2007	Order	341.1A Parts: 1.(a- b) 2.a(1-3) 2.a(4)(a-h)		Federal Employee Health Services
9/30/1996	Order	350.1	Chg. 7 (LtdChg.) 2/19/2020	Contractor Human Resource Management Programs
8/17/2009	Order	410.2	Chg. 1 (Admin Chg.) 4/10/2014	Management of Nuclear Materials
1/4/2017	Order	411.2		Scientific Integrity
7/24/2025	Policy	411.2C		DOE Scientific Integrity Policy
10/22/2015	Order	413.2C	Chg.1 (Minor Chg.) 8/2/2018	Laboratory Directed Research and Development
11/29/2010	Order	413.3B	Chg. 7 (LtdChg.) 6/21/2023	Program and Project Management for the Acquisition of Capital Assets
12/18/2024	Order	414.1E		Quality Assurance
12/3/2012	Order	415.1	Chg. 2 (Minor Chg.) 1/17/2017	Information Technology Project Management
12/4/2012	Order	420.1C	Chg.3 (LtdChg.) 11/14/2019	Facility Safety <b>Compliance Note:</b> CRD Chapters 1, 3, and 5 are applicable only to Hazard Category 1, 2, or 3 nuclear facilities. The requirements of DOE O 420. 1C Chg. 2 CRD Chapters 2 (Fire Protection) and 4 (Natural Phenomena Hazards Mitigation) apply to all facilities.

**Appendix I - Part I**  
**DOE DIRECTIVES LIST**

DOE Directives may be found at the following address: <http://www.directives.doe.gov>

ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
9/9/2022	Order	420.2D		Safety of Accelerators
6/29/2010	Order	422.1	Chg. 4 (LtdChg.) 2/3/2022	Conduct of Operations
4/16/2010	Order	425.1D	Chg 2 (MinChg) 10/04/2019	Verification of Readiness to Start Up or Restart Nuclear Facilities <b>Compliance Note:</b> Order is only applicable to Hazard Category 1, 2, or 3 nuclear facilities.
1/29/2024	Order	426.2A	Chg 1 (Admin Chg) 5/30/2024	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities <b>Compliance Note:</b> Order is only applicable to Hazard Category 1, 2, or 3 nuclear facilities.
4/21/2010	Order	433.1B	Chg 1 (Admin Chg) 3/12/2013	Maintenance Management Program for DOE Nuclear Facilities <b>Compliance Note:</b> Order is only applicable to Hazard Category 1, 2, or 3 nuclear facilities.
11/25/2016	Policy	434.1B		Conduct and Approval of Select Agent and Toxin Work at Department of Energy Sites
7/9/1999	Order	435.1	Chg. 2 (Admin Chg.) 1/11/2021	Radioactive Waste Management
7/9/1999	Manual	435.1-1	Chg. 3 (LtdChg.) 1/11/2021	Radioactive Waste Management Manual
9/23/2024	Order	437.1A		Bridge and Tunnel Management
6/15/2011	Order	440.2C	Chg. 3 (LtdChg.) 3/21/2023	Aviation Management and Safety
3/7/2008	Manual	441.1-1	Chg. 1 (Admin Chg.) 02/24/2016	Nuclear Material Packaging Manual
1/31/2019	Order	442.1B		Department of Energy Employee Concerns Program
7/29/2011	Order	442.2	Chg.1 (Pg.Chg.) 10/5/2016	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
11/26/2019	Order	443.1C	Chg. 1 (LtdChg.) 11/23/2024	Protection of Human Research Subjects
7/21/2011	Order	452.8		Control of Nuclear Weapon Data
7/15/2016	Order	456.1A		The Safe Handling of Unbound Engineered Nanoparticles
2/11/2011	Order	458.1	Chg. 5 (Admin Chg.) 01/30/2025	Radiation Protection of the Public and the Environment

**Appendix I - Part I  
DOE DIRECTIVES LIST**

DOE Directives may be found at the following address: <http://www.directives.doe.gov>

ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
12/20/2016	Order	460.1D	Chg. 1 (LtdChg.) 6/10/2022	Hazardous Materials Packaging and Transportation Safety
6/10/2022	Order	460.2B		Departmental Materials Transportation Management
11/23/2016	Order	470.3C	Chg. 2 (LtdChg.) 2/23/2024	Design Basis Threat (DBT)
7/21/2011	Order	470.4B	Chg. 3 (LtdChg.) 9/23/2021	Safeguards and Security Program
6/2/2014	Order	470.5		Insider Threat Program
9/2/2015	Order	470.6	Chg.1 (Minor Chg.) 1/11/2017	Technical Security Program
3/1/2010	Order	471.1B		Identification and Protection of Unclassified Controlled Nuclear Information
6/20/2011	Order	471.6	Chg. 4 (LtdChg.) 8/22/2023	Information Security
2/3/2022	Order	471.7		Controlled Unclassified Information
6/10/2022	Order	472.2A	Chg. 1 (LtdChg) 10/28/2024	Personnel Security
8/30/2021	Order	473.1A		Physical Protection Program
8/30/2021	Order	473.2A		Protection Force Operations
2/7/2023	Order	474.2A	Chg. 1 (Admin Chg.) 04/16/2024	Nuclear Material Control and Accountability
12/10/2004	Order	475.1		Counterintelligence Program

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<b>ISSUED</b>	<b>TYPE</b>	<b>NUMBER</b>	<b>THROUGH CHANGE</b>	<b>TITLE</b> <b>Includes Compliance Notes as Necessary</b>
10/3/2014	Order	475.2B		Identifying Classified Information
12/20/2018	Order	481.1E	Chg. 2 (LtdChg.) 10/28/2024	Strategic Partnership Projects [Formerly Known as Work for Others (Non-Department of Energy Funded Work)]
12/20/2016	Order	483.1B	Chg. 3 (MinChg.) 10/28/2024	DOE Cooperative Research and Development Agreements
8/17/2006	Order	484.1	Chg. 4 (LtdChg.) 1028/2024	Reimbursable Work for the Department of Homeland Security
12/13/2019	Policy	485.1A		Foreign Engagements with DOE National Laboratories
9/4/2020	Order	486.1A		Foreign Government Sponsored or Affiliated Activities
1/7/2021	Order	520.1B	Chg. 2 (LtdChg) 12/18/2024	Financial Management and Chief Financial Officer Responsibilities
8/2/2018	Order	522.1A	Chg. 1 (LtdChg.) 10/28/2024	Pricing of Departmental Materials and Services
5/2/2019	Order	550.1	Chg. 1 (LtdChg.) 12/13/2019	Official Travel