



**STANFORD UNIVERSITY**  
**SLAC National Accelerator Laboratory**  
 Operated by Stanford University for the U.S. Department of Energy



**DOE Order 483.1B - DOE Cooperative Research and Development Agreements, Chg 2 (LtdChg) – (12/13/2019)**  
**Site Compliance Plan (final rev., 4/7/2020)**

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**Introduction**

This Site Compliance Plan (SCP):

- a) corresponds with the version of the DOE Order on DOE Cooperative Research and Development Agreements listed in the Prime Contract,
- b) states how the Laboratory complies with applicable requirements as tailored to the risks at the Laboratory,
- c) identifies CRD sections that do not apply, and
- d) documents DOE-approved methods of compliance for applicable requirements and that there are no recurring deliverables\*.

**Impact on the Contract:**

Under the SCP, sections of the CRD are incorporated into the Contract as-is, unless the SCP indicates that a section or portion thereof is inapplicable, or the section has been changed. Thus, for example, if “In compliance” is listed next to a CRD section, that section is incorporated into the Contract as-is. However, where an SCP indicates that a section or portion thereof is inapplicable, the section or portion thereof is excluded from the Contract. In addition, where a section or portion thereof is applicable, but changes to the section have been agreed by the Parties, the section, as modified by the Parties, shall be incorporated into the Contract. The SCP also memorializes the Parties’ agreement on how SLAC will comply with sections of the CRD (whether or not modified).

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**Contractor Requirements Document (CRD) – Attachment 1**

CRD §	Requirements from CRD, Attachment 1	Compliance Status	Method of Compliance	Deliverables* (managed through SLACTrak)			
				Item	Frequency	Due Date(s)	Recipient (e.g., BASO)
1.	Establish and maintain a management system, including policy and procedures that ensures Cooperative Research and Development Agreement (CRADA) activities requirements are satisfied.	In compliance	SLAC has developed and implemented procedures for managing the CRADA process at SLAC. The procedures in place are being reduced to writing and can be produced upon request within 90 days from the signing of this Site Compliance Plan.	n/a	n/a	n/a	n/a
2.	Develop in conjunction with the Heads of Field Elements appropriate performance measures for CRADA activities and support DOE's oversight and conduct of appraisals.	In compliance	SLAC is measured through the annual CRADA closeout report, the DOE OTT Annual Metrics, and the PEMP.	n/a	n/a	n/a	n/a
3.	If the Contractor is using an approved Master Scope of Work (MSW) the Contractor may apply the DOE Contracting Officer's approval of the MSW to CRADAs and Joint Work Statements (JWSs) provided that the requirements of 4.h. of DOE Order 483.1B Chg 1 and such approved MSW are met and DOE-approved CRADA terms and conditions are used.	In compliance	SLAC procedures include review and approval of CRADAs and Joint Work Statements (JWSs) by the DOE Contracting Officer.	n/a	n/a	n/a	n/a
4.	If the Contractor is not using an approved MSW, the Contractor must submit to the DOE contracting Officer, CRADAs and JWSs for review and approval, or in the alternative, appropriate certification for a request for a preliminary determination to work at the contractor's own risk (the process for which is described in Attachment 2)	In compliance	See Attachment 2.	n/a	n/a	n/a	n/a

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5.	Ensure proposed work involving human and/or animal subjects are in compliance with established regulations as well as coordinated in accordance with the program, and contractual requirements for protection of these subjects.	In compliance	SLAC's procedures include review with Environmental Safety and Health to ensure that regulatory and contractual requirements are met in conjunction with Stanford University Human Subject Research Policy (HSRP).	n/a	n/a	n/a	n/a
6.	Ensure projects are in compliance with DOE environmental, safety, and health requirements, including the National Environmental Protection Act, and 10 CFR Part 851 (Worker Safety and Health Program), if applicable.	In compliance	SLAC's procedures include review and confirmation that those requirements are met.	n/a	n/a	n/a	n/a
7.	Ensure projects are protected in accordance with applicable security, safeguards, and classification and controlled unclassified information policies and procedures, including the site security plan or supplemental security plan specific to a project, as well as CRDs for other Departmental directives governing the identification and protection of classified and controlled unclassified information.	Not applicable to SLAC; SLAC does not have classified information.					

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8.	Ensure contractor employees protect proprietary information and data provided by private sector collaborators and Participants in the conduct of CRADA activities as well as any generated data marked in accordance with the CRADA provisions. Any protectable data generated or exchanged as a result of this CRADA will be marked, handled, and safeguarded in accordance with all applicable federal laws, rules, regulations and DOE Orders or directives, including but not limited to, the Trade Secrets Act (18 U.S.C. §1905), the Freedom of Information Act (FOIA) (5 U.S.C. §552), DOE's implementing FOIA regulations at 10 C.F.R. Part 1004, the Federal Technology Transfer Act (15 U.S.C. §3710a(c)), and DOE Order 471.3, Identifying and Protecting Official Use Only Information.	In compliance	SLAC has processes for marking and appropriately handling CRADA protected information, as part of the CRADA program addressed at CRD § 1.	n/a	n/a	n/a	n/a
9.	Request DOE approval for construction when that construction cost estimate exceeds the general plant project threshold. Approval by the cognizant Secretarial Officer and the Chief Financial Officer is required prior to initiation of work which exceeds the threshold.	In compliance	Construction for CRADA related work at SLAC is not expected based on the nature of the Laboratory's CRADA mission. SLAC procedures address this requirement, should it be needed.	n/a	n/a	n/a	n/a
10.	Maintain a project summary listing of information on each active CRADA project.	In compliance	SLAC maintains a listing of all active CRADAs in PeopleSoft, additionally the Program advancement Office (PAO) maintains a working document in SharePoint called the PAO project tracker which includes current CRADA closeout status tracking.	n/a	n/a	n/a	n/a

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11.	Maintain project file information documenting policy compliance.	In compliance	SLAC maintains file information on approved CRADAs, as well as those in process. These files are electronically maintained on Microsoft One Drive by PAO.	n/a	n/a	n/a	n/a
12.	Provide a final technical report, appropriately marked, to DOE's Office of Scientific and Technical Information, at the completion or termination of the CRADA.	In compliance	Final technical reports are filed in compliance with OSTI requirements. Completed and closed-out CRADAs are documented in OSTI and available for reporting from the OSTI system. Financially closed-out CRADAs are also available in PeopleSoft and can be provided as a financial report upon request.	n/a	n/a	n/a	n/a
13.	Submit information on CRADAs as part of the annual Federal Laboratory technology transfer report.	In compliance	The annual Federal Laboratory Technology Transfer report requirement is satisfied by the submittal of the Annual Technology Transfer Activities Report required by Contract Clause I.122(k) – DEAR 970.5227-3 – Technology Transfer Mission (Aug 2002) (Deviation July 2006) Alternate 1 (July 2006).	Annual Federal Laboratory Technology Transfer report	Annual	2/28/2020 (varies)	BASO and DOE OTT
14.	For CRADAs involving foreign participation, consult with the United States Trade Representative (USTR) as contractually required.	In compliance	SLAC follows processes for consulting USTR website and office as required.	n/a	n/a	n/a	n/a

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15.	<p>Non-Federal parties (also referred to as “Participants”) are permitted to use funds previously obtained from federal sources to finance a project. However, when Federal funds are being used by a non-Federal party, such use must be consistent with the underlying funding agreement and special considerations must be taken into account including:</p> <ul style="list-style-type: none"> <li>a. whether the non-Federal party’s previous award contains authority for special data protection that justifies enhanced protection of information generated under the CRADA (i.e. protection of Protected CRADA Information) or in the alternative, limits data protection to a period of protection less than that provided under 15 U.S.C. §3710a;</li> <li>b. any potential inconsistencies in the U.S. Competitiveness clauses between the non-Federal party’s award and the DOE Model CRADA language;</li> <li>c. in case of inconsistencies between the non-Federal party’s award and the CRADA, include a statement that indicates which agreement controls or ensure that such inconsistencies are addressed during negotiations; and</li> <li>d. whether the non-Federal party has clear election rights to inventions made under its previous award.</li> </ul>	In compliance	When Federal funds are being used by a non-Federal party, the underlying funding agreements are reviewed to ensure any special considerations are addressed.	n/a	n/a	n/a	n/a

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16.	Review, in coordination with the Head of Field Element, the current Science and Technology (S&T) Risk Matrix for each proposed foreign CRADA project with a foreign entity from a Country of Risk, to determine if that project is in an area identified as restricted, and, as appropriate, prepare exemption requests through the CSO, PSO, and FOAB for cognizant Under Secretarial approval.		SLAC obtains approval on all CRADAs with foreign engagements as defined by DOE policy (e.g., DOE Policy 485.1) from the Contracting Officer. In addition, SLAC has a process for third-party activity reviews to assess risks with all CRADAs, which includes review of the S&T Matrix, when applicable. SLAC will coordinate with the Head of Field Element or a designee to prepare and submit exemption requests as needed.	n/a	n/a	n/a	n/a

**Contractor Requirements Document (CRD) – Attachment 2**

This Attachment provides information and/or requirements associated with DOE O 483.1B Chg 1 as well as information and/or requirements applicable to contracts in which the associated CRD (Attachment 1 to DOE O 483.1B Chg 1) is inserted. The process described in this Attachment and the MSW process established in paragraph 4.h. of this Order are different processes for securing DOE Contractor Officer approval of a CRADA or JWS.

**JWS/CRADA PROCESS**

Procedures for review and approval of Contractor CRADAs are developed and implemented by the DOE field elements. THE JWS is intended to be the primary tool for ensuring that the Contractor and DOE have a common understanding of the purpose, scope, schedule, and cost of work for a CRADA. DOE's approval of a JWS sets the parameters within which the contractor may negotiate the CRADA. A JWS may be approved before the corresponding CRADA is approved by DOE. Alternatively, a Contractor may submit the JWS and the corresponding CRADA together for approval simultaneously.

The DOE field element Contracting Officer will review the JWS for compliance with Federal and agency regulations and guidelines and approve the JWS pursuant to DOE policy. The DOE field element Contracting Officer may require concurrence from program managers, financial officer, legal and other reviewers pursuant to field office procedures. All issues and problems will be identified and resolved prior to approval. Attachment 6 n(Joint Work Statement Format), presents the DOE JWS format to be used for all CRADAs. This format is also to be used by the Contractors when developing multi-laboratory CRADAs.

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The Statement of Work based on the work summary approved in the JWS will be made an annex to the CRADA. This JWS format may be supplemented by local field elements.

The DOE Model CRADA (Attachment 3) and Alternate Clauses, Additional Articles and General Guidance (Attachment 4) contain the approved language to be used in a CRADA. Once a CRADA has been approved, any amendment to the CRADA, other than a no-cost extension, requires DOE approval. The mechanics for the approval of such an amendment shall be developed by the cognizant field element and should be consistent with this Order. It is recognized that other models may be developed through appropriate entities in DOE. These include the Model Short Form CRADA (Attachment 5). If there is any question as to the validity of other models, Departmental elements should consult with the Assistant General Counsel for Technology Transfer and Intellectual Property.

The Contractor may begin work at its own risk on a CRADA prior to the CRADA being approved by submitting a request for preliminary determination to the Contracting Officer and by providing advanced funding. The Contractor may request a preliminary determination that the proposed CRADA scope of work is consistent with its contract and the DOE mission. The Contracting Officer will use his/her best efforts to provide such determination within three (3) business days. Such a request shall include a JWS (if not previously approved) and a certification that the CRADA contains terms and conditions previously approved by DOE with no deviations.

Upon such a determination from the Contracting Officer, the Contractor may begin work under the CRADA at the Contractor's risk pending final approval of the CRADA documentation. The Contractor must submit the CRADA signed by both the Contractor and the Participant, to the Contracting Officer for approval within (10) business days of the preliminary determination.

The Contractor shall be responsible for providing adequate advance payment for CRADA work conducted after a preliminary determination as been made consistent with procedures defined in the Department's Financial Management Handbook. All costs associated with the performance of work under a preliminary determination are the responsibility of the Contractor as no Federal funds will be used to fund any work conducted under a preliminary determination. In addition, for any obligations or liabilities arising due to Contractor's work under a preliminary determination, the Contractor is entirely at risk and the Government shall bear no risk.

The Contractor shall not request, and the Contracting Officer shall not approve a Contractor's request, (sic) to begin work in advance of approval of the JWS and CRADA document if the Contractor, Contractor's parent, member, subsidiary, or other entity in which the Contractor, Contractor's parent, member or subsidiary has an equity interest is a party funding work in connection with the CRADA. Approval to work at the Contractors (sic) own risk shall not be granted for work with a Participant that is foreign owned or controlled, or which is using funds from a foreign source.

Cognizant Secretarial Officer may (but are not required to) place a reasonable cap (e.g. \$2M) on the amount of cost and/or liability that will be incurred by a Contractor arising from work performed during the period between a Contracting Officer's preliminary determination and a Contracting Officer's final approval of the work.

### **Contractor Requirements Document (CRD) – Attachment 3**

This Attachment provides information and/or requirements associated with DOE O 483.1B Chg 1 as well as information and/or requirements applicable to contracts in which the associated CRD (Attachment 1 to the DOE O 483.1B Chg 2) is inserted.

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DOE MODEL CRADA

This DOE Model CRADA (Attachment 3) and Alternate Clauses, Additional Articles and General Guidance (Attachment 4) are to be used by both the Laboratory and Participants to negotiate a final CRADA. DOE expects most laboratories to propose a Laboratory Model CRADA that will be approved by the cognizant DOE Head of Field Element, or if delegated to the cognizant Contracting Officer. These Laboratory Model CRADAs would be tailored from the DOE Model CRADA to specify M&O Contract and Contractor requirements. And for these reasons, each Laboratory Model CRADA may include additional articles, alternate clauses and/or custom language. Negotiations with a potential CRADA Participant would begin with the Laboratory Model CRADA and, if necessary, be modified appropriately using clauses from Attachment 4. For example, if the project involved the creation of software or trademarks, the appropriate clauses would be added to the Laboratory Model CRADA. Also, some laboratories may want more detail in Export Control Article or publication reviews (both in Attachment 4) as the standard language for that Laboratory Model CRADA.

Double underline clause and phrases require Assistant General Counsel for Technology Transfer and Intellectual Property approval to modify or remove.

Submission of the JWS in accordance with the Joint Work Statement (Attachment 6) and the Laboratory CRADA will follow DOE policy and DOE field element requirements. Identification of specific Alternate Clauses, Additional Articles and General Guidance (Attachment 4) into be used in projects that deviate from the Laboratory Model CRADA will assist the cognizant DOE field element in reviewing/approving the CRADA package.

Model CRADA available here:



Acrobat Document

**Contractor Requirements Document (CRD) – Attachment 4**



Acrobat Document

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**Contractor Requirements Document (CRD) – Attachment 5**



Acrobat Document

**Contractor Requirements Document (CRD) – Attachment 6**



Acrobat Document.pdf

**Contractor Requirements Document (CRD) – Attachment 7**



Acrobat Document

**Contractor Requirements Document (CRD) – Attachment 8**



Acrobat Document

**Contractor Requirements Document (CRD) – Attachment 9**



Acrobat Document



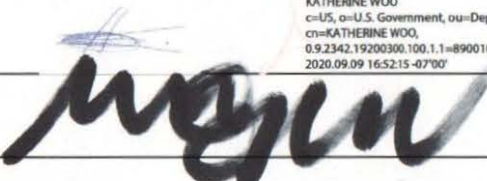
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**Approvals**

Name:	Title:	Signature:	Date:
Jane Mills	University Counsel, Stanford	Jane Mills, JD <small>Digitally signed by Jane Mills, JD DN: cn=Jane Mills, JD, o=Stanford University, ou=University Counsel, email=jmills@stanford.edu, c=US Date: 2020.04.07 14:37:49 -07'00'</small>	04/07/2020
Susan Simpkins	Director of Program Advancement Office, SLAC	Susan Simpkins <small>DN: cn=Susan Simpkins, o=SLAC National Accelerator Laboratory, ou=Proposal Advancement Office, email=susans@slac.stanford.edu, c=US Date: 2020.04.07 15:13:51 -06'00' Adobe Acrobat version: 2020.006.20042</small>	04/07/2020
Katherine Woo	Contracting Officer, BASO	 <small>KATHERINE WOO c=US, o=U.S. Government, ou=Department of Energy, cn=KATHERINE WOO, 0.9.2342.19200300.100.1.1=#89001000649323 2020.09.09 16:52:15 -07'00'</small>	
Paul Golan	Head of Field Element		9/10/2020

Please return signed document to: Contract Management, MS 75