STANFORD UNIVERSITY

# SLAC National Accelerator Laboratory

Operated by Stanford University for the U.S. Department of Energy

DOE Order 483.1C, DOE Cooperative Research and Development Agreements (08/05/2026)

**Site Compliance Plan** (09/21/2026)

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## Introduction

This Site Compliance Plan (SCP):
a) corresponds with the version of the DOE Directive listed in the Prime Contract,
b) states how the Laboratory complies with applicable requirements as tailored to the risks at the Laboratory, and
c) 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.

This SCP also clarifies SLAC's interpretation of the requirements, memorializes the Parties' agreement on how SLAC will comply with sections of the CRD (whether or not modified) and identifies the Laboratory programs and processes established to fulfill the respective requirements.

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## Attachment 1 - Contractor Requirements Document

The table below identifies the applicable CRD requirements, compliance status, and SLAC's method of compliance.

| § | Requirements from Attachment 1 - CRD | Compliance Status | Method of Compliance |
|---|---|---|---|
| | Regardless of the performer of the work, the contractor is responsible for complying with the requirements of this Contractor Requirements Document (CRD). The contractor is responsible for flowing down the requirements of this CRD to subcontractors at any tier to the extent necessary to ensure the contractor's compliance with the requirements. | | |
| | Contractors must:<br><br>Comply with 15 United States Code (U.S.C.) § 3710a:<br>a. A Cooperative Research and Development Agreement (CRADA): defined as a contract between at least one federal laboratory and at least one non-federal entity.<br>b. Government use rights on any intellectual property developed during performance of the CRADA.<br>c. A CRADA participant's right to exercise an option to any laboratory subject inventions.<br>d. A preclusion to the lab sending funds to a CRADA participant via or in support of a CRADA.<br>e. Proper handling of proprietary information.<br>f. Special consideration for small businesses.<br>g. Preference to U.S.-owned businesses.<br>h. Records maintained ofCRADAs executed under this legislation.<br>i. A joint work statement (statement of work) that contains: (I) purpose, (2) scope, (3) description of responsibilities, and (4) funding. | In Compliance | SLAC is compliant with requirement and leverages the DOE-approved CRADA template where these terms are incorporated. SLAC procedure includes review and approval of CRADAs and Joint Work Statements (JWSs) by the DOE Contracting Officer. |
| 2. | Include the U.S. competitiveness provision (or any justified modifications approved by the contracting officer, cognizant funding program, and cognizant DOE Patent Counsel) and follow requirements included in their Management and Operating (M&O) contract, such as fairness of opportunity. | In Compliance | SLAC is compliant with requirement and leverages the DOE-approved CRADA template where the U.S. competitiveness provision is included. |

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| § | Requirements from Attachment 1 - CRD | Compliance Status | Method of Compliance |
|---|---|---|---|
| 3. | Extended protection for protected CRADA information (PCT). As authorized by 15 U.S.C. § 3710a(c)(7)(B) and any other available authority, a facility contractor and a CRADA participant may request PCI extended data protection for up to 30 years for commercialization purposes. Such requests may be approved as part of a Master Scope of Work (MSW), delegated authority, copyright assertion request under the prime contract data clause (e.g., Department of Energy Acquisition Requirement [DEAR] 970.5227-2) or comparable process in coordination with the cognizant contracting officer and DOE Patent Counsel. The written request must justify that the nature of the information (e.g., its technology maturity, development timeline, or national security implications) could reasonably require the requested period to reach commercialization. DOE's statutory determination and approval is made with concurrence from the contracting officer and DOE Patent Counsel that the written justification is sufficient. | In compliance | If extended protection for PCI is needed, SLAC will follow this process. |
| 4. | Establish and maintain a management system, including policy and procedures that ensure CRADA activities requirements are satisfied. | In compliance | SLAC utilizes an internal web based online management system along with policy/procedure to review new CRADA activity requests. |
| 5. | If the contractor is not using an approved MSW or approval authority delegation subject to DOE conditions, the contractor must submit to the DOE contracting officer CRADAs and joint work statements 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. For an MSW or approval authority delegation, the contractor shall provide a report of all CRADAs approved by the contractor in the last period (e.g., month). | In compliance | SLAC procedure includes review and approval of CRADAs and Joint Work Statements (JWSs) by the DOE Contracting Officer. |

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| § | Requirements from Attachment I - CRD | Compliance Status | Method of Compliance |
|---|---|---|---|
| 6. | Ensure proposed work involving human and/or animal subjects is in compliance with established regulations as well as coordinated in accordance with program and contractual requirements for protection of these subjects. | In compliance | SLAC's internal web based online management system includes 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) in the case that proposed work involves human and/or animal subjects. |
| 7. | Ensure projects are in compliance with DOE environmental, safety, and health requirements, including the National Environmental Protection Act, and 10 CFR § 851, if applicable. | In compliance | SLAC's procedures include review and confirmation that those requirements are met; an approved NEPA is required as part of CRADA approval. |
| 8. | 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. | *N*/A | *N/A;* SLAC does not have classified information. |
| 9. | Ensure contractor employees protect proprietary information and data provided by private sector collaborators and participants in the conduct ofCRADA 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 and 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 oflnformation Act (FOIA) (5 U.S.C. §552), | In compliance | In compliance and as per DOE-approved CRADA template. |

| § | Requirements from Attachment 1 - CRD | Compliance Status | Method of Compliance |
|---|---|---|---|
| | 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 471.7, Controlled Unclassified Information. | | |
| 10. | 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. |
| 11. | Submit information on CRADAs as part of the annual technology transfer report. | In compliance | The annual Federal Laboratory Technology Transfer report requirement is satisfied by the report submitted for the annual DOE OTC data call. |
| 12 | For CRADAs involving foreign participation, consult with the U.S. Trade Representative as contractually required. | In compliance | SLAC complies with this requirement by consulting with the U.S. Trade Representative as required. |
| 13 | 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:<br>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 | In compliance | When Federal funds are used by a non-Federal party, the underlying funding agreements are reviewed to ensure any special considerations are addressed. |

| § | Requirements from Attachment 1 - CRD | Compliance Status | Method of Compliance |
|---|---|---|---|
| | to a period of protection less than that provided under 15 U.S.C. § 3710a;<br>b. Any potential inconsistencies in the U.S. Competitiveness clauses between the non-federal party's award and the DOE model CRADA language;<br>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<br>d. Whether the non-federal party has clear election rights to inventions made under its previous award.<br>e. In the event that the terms of the federal funding award include terms that are inconsistent with the terms of the M&O contract, the M&O contract terms will prevail unless specifically waived with DOE approval. | | |
| 14 | Liability and Indemnification Management. The contractor must manage liability risks associated with CRADA activities. Unless an exception is documented and approved by the contracting officer, the contractor shall ensure that agreements include provisions requiring the non-federal party to indemnify the government and the contractor against general and product liability claims arising from the agreement.<br>The contractor is authorized to negotiate or reserve indemnification provisions based on a risk assessment that considers factors, such as:<br>a. The participant's legal inability to indemnify (e.g., a U.S. state agency); or<br>b. The non-commercial, public-domain nature of the work | In compliance | SLAC complies with this requirement by following the DOE approved CRADA template that addresses liability and Indemnification Management. |

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| | Any deviation (e.g., other factors that present a low risk to the contractor and the government) from standard indemnification, especially when liability could revert to the contractor, requires specific documented approval from the contracting officer, with concurrence from Field Counsel, which may be included in an MSW or delegated authority. | | |

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## Deliverables

| CRD § | Deliverable Item | Frequency | Due Date(s) | Recipient/ Notes |
|---|---|---|---|---|
| **11** | Annual Federal Laboratory Technology Transfer Report | Annual | 07/20/2027 | SSO/<br>Clause H.1.2.3 |

*Deliverables generally include data delivered to DOE or another external agency, such as recurring reports or external database entries.*

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## Concurrence

| Name | Title | Signature |
|---|---|---|
| Alberto Salleo | Deputy Director, Science and Technology, SLAC | Alberto Satteo<br>Alberto Salleo (Oct 21, 2026 14:41:13 PDT) |
| Ernest Maune | Director, Business Management, DOE-SSO | ERNEST MAUNE Digitally signed by ERNEST MAUNE Date: 2026.10.26 12:42:04 -07'00' |
| William W. Wheeler | Acting Manager, DOE-SSO | THOMAS RIZZI Digitally signed by THOMAS RIZZI Date: 2026.10.27 08:03:32 -07'00' |

## Revision History

| Revision | Revision Date | Summary of Change(s) |
|---|---|---|
| R0 | 09/21/2026 | Original release. |