

May 6, 1974

INTERAGENCY AGREEMENT
BETWEEN GENERAL SERVICES ADMINISTRATION
AND THE
ATOMIC ENERGY COMMISSION
FOR THE
OPERATION OF A FEDERAL SCIENTIFIC DATA PROCESSING CENTER

Authority:

Pursuant to the provisions of Section 111 of the Federal Property and Administrative Services Act of 1949, 79 Stat. 1127, as amended (40 U.S.C. 759-Public Law 89-306), and a delegation from the Administrator of General Services to the Chairman of the Atomic Energy Commission to operate a Federal Scientific Data Processing Center (FSDPC) which will be located at the Lawrence Berkeley Laboratory (LBL), Berkeley, California. The Lawrence Berkeley Laboratory, through its Computer Center, will operate the FSDPC in accordance with the provisions of Subpart 101-32.8 of the Federal Property Management Regulations (FPMR) and this agreement. The Regents of the University of California operates the Lawrence Berkeley Laboratory under the Atomic Energy Commission, under Prime Contract W-7405-ENG-48. All present computer facilities and equipment at LBL are owned by the AEC. The AEC has agreed that the work to be performed under this agreement is of programmatic interest to the Commission and, therefore, may be performed under Contract ENG-48 and its facilities at LBL. All operations will be conducted under the terms and conditions of the Prime Contract.

Purpose:

This agreement is for the purpose of operating a Federal Scientific Data Processing Center by University of California Lawrence Berkeley Laboratory to meet the scientific automatic data processing (ADP) requirements of Federal agencies as a least cost alternative.

Scope:

The LBL FSDPC will process ADP requirements referred to them by the Agency Services Coordination Division, Automated Data and Telecommunications Service, General Services Administration (GSA) Region 9, or received directly from Federal agencies as long as the ADP Request for Services is compatible with the LBL FSDPC family of computers and a capability exists or is acquired through augmentation. Federal agency requirements which cannot be met will be referred by the LBL FSDPC to the Agency Services Coordination Division, Region 9. Assistance incidental to computer processing will be accomplished by the LBL FSDPC.

An Agency's requirement is defined to be its realistic needs for response, power, speed, volume and interface with its manual operation and/or use of automated input/output, including communications.

General:

1. Effective Date -

This agreement becomes operative on _____.

2. Charges -

The FSDPC will operate on a "fee for service" basis, with reimbursable rates to cover all expenses, such as hardware, software, supplies and personnel. Cost charged per unit of computation will be dependent

2. (continued)

on the level and priority of service and will be projected to permit the operation of FSDPC to break even. To the extent feasible cost charged per unit of computation will not be adjusted so as to unduly impact normal budget cycles of user agencies. LBL is to be reimbursed for all costs incurred in the performance of operating the FSDPC. LBL is not to be audited or disallowance to be made for costs incurred except as required by Prime Contract 48.

3. Priority of Service -

The FSDPC will plan to meet the priority requirements of all users. In the event of a temporary inability to meet all priority requirements, the using agencies' requirement with the greatest overall need, as determined by LBL, will be given the highest priority. However, in the event this order of priorities interferes with the accomplishment of LBL's programmatic work under Contract ENG-48, then LBL's work will have priority. Furthermore, as a result of this, no obligation, liability or risk is undertaken by UCLBL as a result of this operation.

4. Operations -

a. Managerial responsibility of the FSDPC is vested solely with the Lawrence Berkeley Laboratory, and all business and management transactions shall be done through the Office of the Associate Director for Administration of LBL. Services will be provided in accordance with standards and procedures described in the LBL Computer Center Users Guide.

4. (continued)

- b. LBL will obtain ADP equipment for this center in accordance with Contract 48 principles. Requests for additional equipment will be based on needs of LBL, AEC, the FSDPC and its users. Funds for the acquisition of the additional equipment may be solicited from other federal agencies. These federal agencies will satisfy their own regulations as applicable.
- c. The FSDPC will furnish quarterly reports to GSA reflecting overall results of its operations for the immediate preceding quarter and year-to-date and will indicate the business volume and ADP resource units by each agency.

5. Termination of FSDPC -

If at such future time it is anticipated that the LBL mission will fully utilize the equipment of the FSDPC Center, and LBL desires to revert to operation of that equipment for its mission only, then with three months' notice to GSA this agreement may be terminated. Upon notification of a proposed termination of agreement, LBL will accept no new FSDPC requirements. The termination notice will be issued by the Associate for Administration of LBL, the Director of LBL, the Manager of SAN, or the Controller of the AEC. If GSA elects at some future date to terminate this agreement, then it may do so with six months' notice to AEC between any two of the concurring officials of GSA and AEC specified in Item 6 of this agreement. All jurisdiction for space, billets, equipment and supporting services that pertain to the existence of the LBL mission, will be retained

5. (continued)

by the Atomic Energy Commission. In the event of termination and if the ADP Fund has made capital investments in the FSDPC, LBL will continue to make the reimbursable payments to the fund for the capital equipment AEC elects to retain at the rate previously agreed upon by GSA and LBL. Furthermore, it is understood by all parties to this agreement that LBL is obligated to make payments for retained equipment to the extent AEC authorizes and funds such expense.

6. Concurrences:

Regional Administrator, GSA Region 9

Date

Commissioner, Automatic Data of
Telecommunications Service (GSA)

Date

Controller, AEC

Date

Manager, San Francisco Operations
Office (AEC)

Date

Associate Director for Administration

Date