# APPENDIX A

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1. ACCEPTANCE (OCT 1999)

Acceptance of this Purchase Order (hereinafter called the “contract”) must be in accordance with and strictly limited to the Terms and Conditions contained herein. An attempted acknowledgement or acceptance which contains provisions contrary to those of this contract or which varies any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgement shall be deemed to be performed in accordance with the Terms and Conditions of this contract.

2. ASSIGNMENT (OCT 1999)

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory, provided that the contractor or its assignees’ rights to be made upon or accepted as consideration may be assigned to a bank, trust company or other financing institution, including any Federal or state lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

3. PAYMENTS (FEB 2004)

(a) The Laboratory shall pay the contractor, upon the submission of proper invoices or vouchers, the amount of the cost actually incurred in performance of the work. All invoices or vouchers shall be submitted in accordance with the terms and conditions of this contract, and accepted as correct, unless objections are rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Laboratory.

(b) Property:

(1) Property shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property — Contractor Requirements, in the section entitled, “IDENTIFICATION” that has been purchased by the contractor in the performance of the contract for the specific purposes for which the contractor is engaged. Property shall be identified as a direct item of cost under this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory.

(2) All COSTS submitted under contracts which contain Argonne Form PD-150, Control of Government Property — Contractor Requirements, shall be accompanied by the completed form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-661. The LABORATORY WILL NOT ISSUE PAYMENT UNTIL A COMPLETED FORM ANL-661 IS INCLUDED WITH ALL INVOICES REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.

(c) Submission of Transportation Documents:

(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid —

(A) By the Contractor and added to the invoice for contractor supplied goods and/or services.

(B) By a first-tier subcontractor and added to the invoice for contractor supplied goods and/or services.

(2) Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding $200. Bills under $200 shall be retained on-site by the Contractor and available for on-site audit.

(3) Contractors shall submit the above referenced transportation documents with Contractor’s invoice to - Argonne National Laboratory; 9700 South Cass Avenue, Accounts Payable Building 201, Lemont, IL 60439

4. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court, and whether or not the contractor is a direct Federal Government contractor on any basis other than the merits of the matter.

5. COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The contractor warrants that no person or agency has been employed or retained to solicit or obtain Government work upon a contract or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Laboratory shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) “Bona fide agency,” as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(c) “Bona fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(d) “Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(e) “Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government officer to give favorable consideration, or to act regarding a Government contract on any basis other than the merits of the matter.

6. EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

Applies to:

(1) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item;

(2) Construction

(i) Only

(ii) Has a value of more than $3,000; and

(iii) Includes work performed in the United States.

(a) Definitions. As used in this clause—

(1) “Commercially available off-the-shelf (COTS) item” —

(A) Means any item that applies any of the following:

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101); or

(ii) Sold in substantial quantities in the commercial marketplace; and

(b) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1945 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 52.502-2(c), "bulk cargo" is a vessel or cargo carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogeneous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seaboard barge, is subject to this requirement and can be defined as bulk cargo. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs work such as support work or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

(b) Enrollment and verification requirements:

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(A) Enroll as a Federal Contractor in E-Verify within 30 calendar days of contract award; or

(B) Submit an enrollment request to the Labor Office.

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(A) Enroll all new employees within 90 calendar days after enrollment as a Federal Contractor in E-Verify; or

(B) Use the E-Verify system to verify employment eligibility of all new employees assigned to the contract, within 3 business days after the date of hire.

(c) Definitions. As used in this clause—

(1) “Bona fide employee,” as used in this clause, means a person, employed by a contractor and subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(2) “Contingent fee,” as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

(3) “Improper influence,” as used in this clause, means any influence that induces or tends to induce a Government officer to give favorable consideration, or to act regarding a Government contract on any basis other than the merits of the matter.

7. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—

“Energy-efficient product” —

(i) Means a product that—

(a) Provides a specific energy-related benefit (as determined by the agency) that results in an energy savings, energy cost savings, or other energy-related benefits that—

(ii) Is—

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item; or

(ii) Construction

(iii) Has a value of more than $3,000; and

(iv) Includes work performed in the United States.

(b) Includes work performed in the United States.

(c) [Reserved]
8. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, “days prior to the delivery of, or prior to completion of any services required by this contract, of any subcontract to which a labor dispute may delay the timely performance of this contract; (b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the contractor until, and shall pass to the Laboratory upon:

(1) Delivery;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, installation, or modification, or performance of the services.

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless:

(1) The energy-consuming product is not listed in the ENERGY STAR® Program or FEMP;

(2) There is no evidence of energy consumption; or

(3) A request is made in writing that the notice requirement be waived

(d) Neither the Laboratory Procurement Representative nor the laboratory will waive the notice requirement in paragraph (a) of this clause. Any such request shall —

(1) Be submitted in writing;

(2) State that the equipment, activity, characteristics, and composition of the radioactive material have not changed; and

(3) Contain the certificate number, on which the prior notification was submitted and the contracting office to which it was submitted.

(e) All items, parts, or subassemblies which contain radioactive materials in which the specific activity exceeds one count per minute per gram or one count per second per gram shall be marked with a radiological control number. Each item or subassembly shall also bear the symbol “IC.”

(f) The contractor shall notify the laboratory promptly of any equipment, material, component, or subcomponent in which the specific activity exceeds one count per minute per gram or one count per second per gram which is either not properly marked or which is not marked in accordance with this paragraph.

(g) The Contractor may request the Laboratory to perform a radiation survey of such item to determine whether the specific activity exceeds one count per minute per gram or one count per second per gram. Such a survey will be performed only if the Contractor a) shows that the activity exceeds one count per minute per gram or one count per second per gram, and b) agrees to pay the cost of the survey.

(h) If the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory and the Contractor shall be solely liable for the cost of such correction or reperformance unless the defect was caused by the contractor or by actions of any subcontractor.


(a) Definitions. As used in this clause -- international air transportation means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. “United States” means the 50 States, the District of Columbia, and outlying areas. “U.S. flag carrier” means an air carrier holding a certificate under 49 C.F.R. Chapter 411 or 14 C.F.R. Part 121, 129 or 125 issued by the Department of Transportation.

(b) Section 5 of the International Air Transportation Fair Competition Practices Act of 1974 (49 U.S.C. 14501(b)) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property.

(c) The Contractor shall notify the authorized Laboratory Procurement Official within 30 days from the date of receipt of the written order. However, if the authorized Laboratory Procurement Official decides that the facts justify it, the authorized Laboratory Procurement Official may receive and act upon a proposal submitted before final payment of the contract.

(d) If the contractor’s proposal includes the cost of property made obsolete or excess by the change, the authorized Laboratory Procurement Official shall have the right to prescribe the manner of the disposal of the property.

(e) Nothing in this clause shall excuse the contractor from proceeding with the contract as changed.

10. APPLICABLE LAW (OCT 1999)

(a) The contractor shall provide the Laboratory with a copy of this clause.

(b) The law of Illinois shall apply.

(c) The provisions of this contract shall prevail over any other law or provision of any labor contract or agreement, if inconsistent.

(d) The Contractor shall not be liable for loss of or damage to supplies or property caused by the negligence of officers, agents, or employees of the Laboratory acting within the scope of their employment.

11. NOTICE TO THE LABORATORY OF LABOR DISPUTES (OCT 1999)

(a) If the contractor has knowledge that any actual or potential labor dispute is delaying or threatened to delay the timely performance of this contract, the contractor shall immediately give notice, including all relevant information, to the Laboratory.

(b) The contractor agrees to insert the substance of this clause, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract, except that each subcontract shall provide that in the event its timely performance is delayed or threatened to delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

12. REPORTS (OCT 1999)

(a) The contractor shall furnish intermediate reports to the Laboratory from time to time when requested, in such form and number as may be required by the Laboratory, summarizing activities of the contractor under this contract and shall make such final reports as may be required by the Laboratory. All reports delivered by the contractor under this contract shall contain a signature page which shall identify the persons preparing the report and the persons approving the report.

13. CHANGES - FIXED-PRICE (OCT 1999)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Laboratory in accordance with the drawings, designs, or specifications.

(b) Method of shipment or packaging.

(c) Place of delivery.

(d) Descriptions of services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, the authorized Laboratory Procurement Official shall determine an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The contractor must submit a formal bid or proposal (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the authorized Laboratory Procurement Official decides that the facts justify it, the authorized Laboratory Procurement Official may receive and act upon a proposal submitted before final payment of the contract.

14. EXTRAS (OCT 1999)

Except as otherwise provided in this contract, no payment for extras shall be made unless extras and the price therefor have been authorized in writing by the authorized Laboratory Procurement Official.

15. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assesses itself, or as an agent of another, ownership of existing and identified supplies, or approved services specifications, as the case may be.

(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Laboratory Procurement Official shall give to the Contractor written notice of any defect or nonconformance to the requirements of this contract. The Laboratory Procurement Official shall initially give written notice of any defect or nonconformance to the contractor in writing not more than 30 days from the date of delivery, unless otherwise specified by the Laboratory; or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time. This notice shall state either (1) the contractor shall correct or reform the defective or nonconforming services, or (2) that the Laboratory does not require correction or performance.

(c) If the Contractor is required to correct or reform, it shall be at no cost to the Laboratory and any services corrected or reperformed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or reform, the Laboratory Procurement Official may, by contract or otherwise, correct or replace with similar services and charge to the Contractor the cost occasioned to the Laboratory thereof, or make an equitable adjustment in the contract price.

(d) If the Laboratory does not require correction or reform, the Laboratory Procurement Official shall make an equitable adjustment in the contract price.

16. WARRANTY OF SUPPLIES (DEC 2011)

(a) The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(b) When the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor will specify and deliver Energy Star® qualified products or products certified to meet the Energy Star® Energy Efficient Product (EEP) Requirements; wherever applicable, products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar® at:

http://www1.eere.energy.gov/products and FEMP at:

http://www.eere.energy.gov/femp/procurement/eep_requirements.html

17. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) Title to supplies furnished under this contract shall pass to the Laboratory upon formal acceptance by the Laboratory, regardless of where or when the Laboratory takes physical possession, unless the written order of the Contracting Officer otherwise specifies.

(b) Unless the contract specifically provides otherwise, risk of loss of or damage to supplies shall remain with the contractor until the supplies pass to the Laboratory.

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin or destination.

(2) Acceptance by the Laboratory or delivery of the supplies to the Laboratory at the destination specified in the contract, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss of or damage to such nonconforming supplies remains with the contractor until cure or acceptance. After cure or acceptance, paragraph (b) above shall apply.

(d) Under paragraph (b) above, the contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Laboratory acting within the scope of their employment.

18. INSPECTION OF SUPPLIES (OCT 1999)

The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Laboratory reserves the right to reject or return, to the extent and in the manner of supplies that have been tendered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies, or acceptance of nonconforming supplies conditioned on full payment for such nonconforming supplies. The Laboratory shall exercise such rights as to that portion of the defective supplies remaining with the contractor and shall determine whether the defective supplies are rendered acceptable by the costs of such defective supplies. The laboratory must exercise its post acceptance rights (a) within a reasonable time after the defect was discovered or should have been discovered; and (b) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
20. LABORATORY-FURNISHED PROPERTY (OCT 1999)

(a) The Laboratory shall deliver to the contractor, at the time and locations stated in this contract, the Laboratory-furnished property described in this contract. If that property, suitable for its intended use, is not delivered to the Contractor, the Laboratory shall equitably adjust the applicable provision of this contract. Failure to perform these duties will result in the contractor's termination for default.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Laboratory and shall perform the necessary inspections and tests in a manner that will not unduly delay the work.

(c) The Contractor shall maintain on file at the work site a copy of the inspection and test procedures used to meet the requirements of this paragraph.

(d) The Contractor shall pay for any necessary inspections or tests of items to determine the quality or performance of the Laboratory-furnished property described in this contract. If that property, suitable for its intended use, is not delivered to the Contractor, the Laboratory shall equitably adjust the affected contract prices.

(e) The Laboratory may require the Contractor, at the Contractor's expense, to make any necessary repairs to the Laboratory-furnished property described in this contract. If that property, suitable for its intended use, is not delivered to the Contractor, the Laboratory shall equitably adjust the affected contract prices.

(f) The Contractor shall maintain the Laboratory-furnished property in conformance with the requirements of this contract. If the property, suitable for its intended use, is not delivered to the Contractor, the Laboratory shall equitably adjust the affected contract prices.

21. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the contractor and subcontractor are liable for liquidated damages on any Federal contract or subcontract to the United States of America or the United States Government Procurement Representative, in any amount determined by that party in good faith, based on the work hours and safety standards described in this clause.

(c) Liabilities, the Contractor Procurement Representative will withhold or otherwise prevent payments under the contract until the contractor satisfies its liability to the Laborer Procurement Representative. The Contractor Procurement Representative will assess liquidated damages at the rate of $10 per affected employee for each calendar day of work or part thereof for which the contractor fails to comply with the labor, safety, and health standards required by this clause.

(d) The contract price shall be the amount of any after-imposed Federal tax, paid in writing to the Contractor to the Contractor Procurement Representative. The contract price shall be increased by the amount of any after-imposed Federal tax, paid in writing to the Contractor Procurement Representative. The contract price shall be increased by the amount of any Federal, State, or local taxes and duties, in effect on the contract date, that would otherwise have been payable on the transactions or property covered by this contract.

22. SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—

(1) "Commercial item" has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

(2) "Subcontract" includes a division of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors to incorporate, the provision set forth in paragraph (a) of this clause into all of its subcontract awards.

(c) The Contractor shall insert the following two subparagraphs as items of subcontract under this contract:

(i) For nonprofit research and development (other than construction) other than Small Business set aside, the contractor shall only be obligated to subcontract to small business concerns if the contractor is able to offer the subcontractor that is a small business concern an opportunity to perform the work described in the subcontract.

(ii) The contractor shall only be obligated to subcontract to small business concerns if the contractor is able to offer the subcontractor that is a small business concern an opportunity to perform the work described in the subcontract.
must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-29, Equal Opportunity (Mar 2007) (E.O. 11246).
(ix) 52.222-44, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2000) (46 U.S.C. App. 1241 and 10 U.S.C. 2651), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(2) While required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

25. TERMINATION FOR CONVENIENCE OF THE LABORATORY (OCT 1999)

(a) The Laboratory, by written notice, may terminate this contract, in whole or in part, when it is in the Laboratory's interest. If this contract is terminated, the rights, duties, and obligation of the parties, including the Laboratory, shall be governed by and in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of the contract.

(b) If the Laboratory terminates this contract in whole or in part, (i) the Contractor will be paid for all work done, (ii) the Contractor will be paid reasonable and equitable compensation for services performed up to the date of termination, (iii) the Contractor will be compensated for any loss, or damage, to its property or equipment, which results from any act or omission of the Laboratory, (iv) any right of retention with respect to such project, (v) any other matter provided for under paragraphs (a) and (b) of FAR clause 52.222-40, (vi) with respect to clauses 52.222-44 and 52.222-46, if the flow down is required under the Laboratory's contract.

(c) The Laboratory's rights and remedies provided by law or this contract are in addition to any other rights and remedies provided by law or under this contract.

27. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of Treasury, the Contractor shall not acquire, for use in the performance of this contract, any services or supplies if any proclamation, Executive order, or statute administered by OFAC, or if OFAC is implementing regulations at 31 CFR Chapter V, would prohibit such a transaction.

(b) The Contractor is subject to OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited, as are most imports from Burma or North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationalsof and Blocked Persons at http://www.treas.gov/offices/enforcement/ofac/sdn/. More information about these restrictions, as well as updates, is available at OFAC's website at http://www.treas.gov and on OFAC's website at http://www.treas.gov/offices/enforcement/ofac/.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

28. SECURITY (MAR 2011)

a. Responsibility. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all DOE property (including classified information and special nuclear material) which are in the Contractor's possession in connection with the performance of this contract. The Contractor shall take all necessary precautions to protect such material and information. The Contractor shall be responsible for the adequate safeguarding of all classified information and special nuclear material; or use of special nuclear material in the production of energy, but excluding declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162a; (Section 142, as amended, of the Atomic Energy Act of 1954); or

b. Definitions of Classified Information. The term "classified information" means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under executive order 12958, or if the material or information is subject to another Federal Agency's regulations, or if the information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.

i. Criminal liability. It is understood that disclosure of any classified information relating to the work or activities ordered hereunder may result in criminal penalties under 42 U.S.C. 2191a(a) or 42 U.S.C. 2191b(e) or the Espionage Act of 1917, 18 U.S.C. 793. It is further understood that any such conviction may result in termination of the contract, and that the Contractor is prohibited from exercising any remedy for any illegal drug.

j. Foreign Ownership, Control, or Influence.

1. The Contractor shall provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any clause to the questions presented in the Standard Form 326,which is submitted with the contractor's letter of intent to complete the contract. In addition, any notice of changes in ownership or control which are
required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.

2. If a Contractor has changes involving foreign ownership, control, or influence, DOE may terminate the contract for the convenience of the government if DOE determines that such changes reduce the Contractor's ability to perform work under the contract, and further risk the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.

3. If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to promote any classified information or special nuclear material.

4. The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations under this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.

k. Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement a statement that an export authorization prior to employment and that subsequent re-investigations may be required. If the announcement is for positions covered by the Counterintelligence Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph test.

I. Flow down to subcontractors. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require Subcontractor employees to possess access authorizations. Additionally, the Contractor must ensure that any Subcontractor having an existing DOD or DOE facility clearance must submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in DEAR 852.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and a cleared status or labor availability of a subcontractor prior to the subcontractor being able to provide a Subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, Subcontractor means any Subcontractor at any tier of the DEAR 852.109 Definition. DOE Contracting Officer means the Contracting Officer. If the clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.

29. LABORATORY SITE ACCESS AND (OR) PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2004)

Site Access

Site Access, including access by utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All new requests must be submitted on Form ANL-593. Non-U.S. citizens are either visitors (on site for 30 days or less) or assignees (on site for more than 30 days). A certified host must be assigned for each visit or assignment. Form ANL 593 should be submitted as far in advance as possible (a minimum of 30 days is required for a sensitive assignment, 7 days for a non-sensitive country assignment or visit or sensitive visit.)

Assignments (more than 30 days) involving a foreign national from a "Sensitive Country", and/or access to any portion of the laboratory or access to classified or special nuclear material, a specific security plan is required to be submitted. DOE Contracting Office at the ANL-593 form requesting the visit by the Hosting Division. An index check normally takes 30 days after submission of all required pre-clearance documents, but can take considerably longer (once obtained, an index check is valid for two years).

For visits or assignments involving a foreign national from a "Terrorist Supporting Country", (which currently include: Cuba, Iran, Libya, North Korea, Sudan, Syria), specific approval of the visit/assignment by the Secretary of Energy or his designee is required. This approval, if granted, may take up to a year after submission of the clearance application.

The times frames indicated above shall not constitute the basis for any equitable adjustment or claim to the Contractor or performance/deliveries.

For assistance in preparing a request, contact the Argonne Technical Investigator associated with your activity.

Application for Participation

Due to Department of Energy directives and Department of Commerce regulations, persons who are born in a country that is not a naturalized U.S. citizen or are citizens of any "Terrorist Supporting Country" may be denied access and/or participation in activities with Argonne National Laboratory. The requirement is to be flowed down to all subcontractors at any tier.

30. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding export controls. This includes, but is not limited to, any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by mail, by facsimile, or through visits to workshops, where computer foreign nationals exist, or in the performance of a task, or a process, it may be considered a technical data, even if specific details are revealed. It is solely the contractor’s obligation to notify the contractor immediately, in writing, of any instances, knowledge, or possession of technical data. All technical data, regardless of any specific formal plans, regulations or statutes, not otherwise limited by contract or law, shall be deemed to be classified information, and the contractor shall ensure that the contractor is in compliance with all export control laws and regulations. Approved for such use.

An export can occur through a variety of means, including oral communications, written documentations, transfer of computer, computer software, or any other process or activity, including communications, written documents, or any other process or activity, involving technical data. If such communications, documents, or other activities involve technical data, an export is deemed to have occurred. If DOE or DEPARTMENT OF ENERGY determines that the contractor has an export license, the contractor shall acquire any necessary license. If DOE or DEPARTMENT OF ENERGY determines that the contractor has an export license, the contractor shall acquire any necessary license.

To further ensure that you do not run the risk of exporting sensitive information or technology, traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to your departure, you should be aware of the following:

1. Do not share any classified information or special nuclear material.

2. Keep all classified information in secure locations.

3. Do not bring classified information with you when traveling abroad.

4. Do not discuss technical data in public or in any other manner that may be perceived as being sensitive.

31. An export can occur through a variety of means, including oral communications, written documentations, transfer of computer, computer software, or any other process or activity, involving technical data. If such communications, documents, or other activities involve technical data, an export is deemed to have occurred. If DOE or DEPARTMENT OF ENERGY determines that the contractor has an export license, the contractor shall acquire any necessary license. If DOE or DEPARTMENT OF ENERGY determines that the contractor has an export license, the contractor shall acquire any necessary license.

32. ENVIRONMENTAL PROTECTION (OCT 1999)

In performing this contract the contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.

33. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES [DEC 2000]

(a) The contractor shall comply with the requirements of the DOE Contractor Employee Protection Program at 10CFR Part 708 for work performed on behalf of DOE directly related to DOE's facilities under this contract.

(b) The contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontractors involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

34. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

(1) "Coercion" means—

(i) The use of serious harm, or physical restraint against any person;

(ii) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person;

(iii) The abuse or threatened abuse of the legal process.

(2) "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of commercial sex acts.

(b) The contractor shall—

(1) Develop rules and procedures for the contractor and any subcontractors that violate the policy in paragraph (b) of this clause; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(c) The contractor shall—

(1) Notify the United States government of any violations of this policy;

(d) The contractor shall—

(1) Require the contractor to remediate the violation of the policy, and shall determine whether such action is appropriate.

35. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor shall comply with the requirements set forth in all applicable Federal and non-Federal environmental protection laws, codes, ordinances, Executive Orders, regulations and directives.
By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and that it will comply with its own administrative process for performing an inquiry, mediating if possible, or investigating, and that it will be knowingly, intentionally, or recklessly committed.

In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Laboratory may elect to conduct any inquiry or investigation on their own or in cooperation with each other.

The contractor shall have the right to request that the Laboratory conduct any inquiry or investigation it deems necessary or appropriate, and the Laboratory shall follow the applicable guidelines listed in paragraph (d) of this clause.

The Laboratory reserves the right to conduct an initial inquiry into any allegation of research misconduct. If the contractor elects to conduct the inquiry or investigation, the contractor shall adhere to the following guidelines:

1. The research organization is not prepared to handle the allegation in a manner consistent with this agreement.
2. The allegation involves an entity of sufficiently small size that it cannot reasonably respond to the inquiry.
3. Laboratory involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest.
4. Conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Laboratory, if it elects to conduct the inquiry or investigation, shall adhere to the following procedure:

   a. Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that information provided as a result of allegations of research misconduct is treated with confidentiality and that it is not shared with those not directly involved in the investigation.

   b. In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be utilized for the investigation, provided that the destination and route are programmed into the device either at the start of the location or the vehicle, provided that the destination and route are programmed into the device either at the start of the location or the vehicle

   c. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

   d. Participate as appropriate in development and review of those DOE Technical Standards with which the contractor has technical or programmatic interests, or will be affected by development or use of VCSs. This includes, but is not limited to, improving, amplifying, or otherwise supporting standards.

   e. Separate responsibilities for coordinating, conducting, and evaluating investigation results. The contractor shall coordinate remedial actions with the laboratory, the contractor's self-determination of appropriate sanctions, and shall be held harmless. The contractor shall maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

   f. Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The contractor must take all necessary corrective actions. Remedy actions may include but are not limited to, corrective action, appropriate recordkeeping, or any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.

   g. Confidentiality. To the extent possible, except where necessary to protect the public interest or to prevent harm to the public interest, the contractor shall inform the Laboratory of any allegations of research misconduct, including any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.

   h. Suggestive counterfeits (DEC 2007)

   i. Establish new rules and programs for the use of VCSs, as appropriate.

   j. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

   k. Participate as appropriate in development and review of those DOE Technical Standards with which the contractor has technical or programmatic interests, or will be affected by development or use of VCSs. This includes, but is not limited to, improving, amplifying, or otherwise supporting standards.

   l. Separate responsibilities for coordinating, conducting, and evaluating investigation results. The contractor shall coordinate remedial actions with the laboratory, the contractor's self-determination of appropriate sanctions, and shall be held harmless. The contractor shall maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

36. VEHICLE LIABILITY INSURANCE COVERAGE (AUG 2001)

In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be utilized by the contractor during the course of work under this contract, the contractor agrees to obtain and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

37. CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (SEP 2010)

(a) Definitions. As used in this clause—

(i) “Texting” means sending or reading text messages while driving.

(ii) “Motor vehicle” means any vehicle driven on public roads.

(iii) “Operator” means someone who is in control of a motor vehicle.

(b) Prohibited behavior. (1) The contractor’s Personnel shall not use a handheld device or a device that requires the use of one hand to operate while operating a motor vehicle.

(2) The contractor’s Personnel shall not use a hands-free device while operating a motor vehicle.

(c) Remediation. (1) The contractor shall ensure that its Personnel are aware of this prohibition and that it be enforced.

(2) The contractor shall ensure that it is adequately monitored, and that violations are reported and investigated.

38. INTEGRATION CLAUSE (OCT 1999)

This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have been merged into the contract and there are no understandings or agreements other than those incorporated into this contract.

39. TECHNICAL STANDARDS PROGRAM (FEB 2013)

This article applies if any Contractor personnel participate in development, review or selection activities related to DOE Technical Standards.

1. In the performance of this contract, the Contractor, when participating in the development of DOE Technical Standards, shall review the following technical standards-related activities, and selecting technical standards for use to support assigned DOE missions and functions, must:

2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)

3. Participate as appropriate in development and review of those DOE Technical Standards with which the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.

4. Designate and provide support for a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards.

5. Report participation in VCS activities conducted in support of DOE missions and functions through the appropriate DOE Technical Standards Program Manager or The Office of Contract Administration (OCA), (Use Form DOE F 1300.2 (05/2010)).

6. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

40. SUSPECT COUNTERFEIT PARTS (DEC 2007)

Notwithstanding any other provisions of this agreement, the contractor warrants that all items provided to the Laboratory shall be genuine, new and unused unless otherwise specified in writing by the Laboratory. Contractor further warrants that all items used by the contractor during the performance of work at the Argonne National Laboratory include all genuine, original, and new components, or are otherwise suitable for the intended purpose. Furthermore, the contractor shall indemnify the Laboratory, its agents, and third parties for any financial loss, injury, or property damage that directly or indirectly results from the use of materials, components, or parts that are not genuine, original, and unused, or not otherwise suitable for the intended purpose. This includes, but is not limited to, items that are defective, suspect, or counterfeit, and materials, components, or parts that have been provided under a VCS that is not referenced in the procurement specifications.

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### SUSPECT/COUNTERFEIT PART

#### HEADMARK LIST

**ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS**

- Grade 5
- Grade 8

**GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:**

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**GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:**

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<td>Kosaka Kogyo (JP)</td>
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<td>Nippon Fasteners (JP)</td>
<td>RT</td>
<td>Takai Ltd (JP)</td>
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<td>Hinomoto Metal (JP)</td>
<td>FM</td>
<td>Fastener Co of Japan (JP)</td>
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**GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:**

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**GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:**

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**Type 1**

**Type 2**

**Type 3**

Headmarkings are usually raised – sometimes indented.

**KEY:** CA-Canada, JP-Japan, TW-Taiwan, YU-Yugoslavia

**ANY BOLT ON THIS LIST SHOULD BE TREATED AS DEFECTIVE WITHOUT FURTHER TESTING.**

**OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE USED OR REFURBISHED SEE:**

[http://www.saftek.com/worksafe/bull82.txt](http://www.saftek.com/worksafe/bull82.txt)