## APPENDIX A
### ARGONNE TERMS AND CONDITIONS

*(For Non-Commercial Awards Under $10,000)*

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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 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 in which the bankruptcy petition was filed, and a listing of Laboratory contract numbers for all contracts which the contractor intends to assign or which are the subject of such bankruptcy proceeding. The Laboratory will assign contracts to a successor-in-interest.

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 this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency for breach or violation of this warranty, the Contractor 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 or agency for breach or violation of this warranty, the Contractor 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.

(d) "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.

(e) "Bona fide employee," as used in this clause, means a person or agency for breach or violation of this warranty, the Contractor 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.

(f) "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.

(g) "Bona fide employee," as used in this clause, means a person or agency for breach or violation of this warranty, the Contractor 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.
(a) **Definitions.** As used in this clause—

(i) "Contractor" means any item of supply that is—

- Normally provided for that COTS item; or
- Has a value of more than $3,000, and
- Includes work performed in the United States.

(ii) **Construction**—

- 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
- A schedule or plan, ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control agency under the requirements of the Air Act or Water Act and related regulations.

- To comply with all the requirements of section 114 of the Clean Air Act (42 U.S.C. 7410(d)); and
- To use best efforts to comply with clean air and clean water standards at the facility in which the contract is being performed; and
- To insert the substance of this clause into any nonexempt subcontract, including this subparagraph (b)(4).

(b) **Enrollment in the E-Verify program**—

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

(i) Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Notify to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(2) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)(8)), the Contractor shall—

(i) Enroll as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(a) Normally perform support work, such as indirect or overhead functions; and

(b) Do not perform any substantial duties applicable to the contract.

(3) **Subcontractor**—

- Mean any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

(4) **Contract**—

The term "contract" includes—

(a) "Air Act," as used in this clause, means Clean Air Act (42 U.S.C. 7401 et seq.). "Clean air standards," as used in this clause, means—

(i) Enforceable rules, regulations, guidelines, standards, limits, orders, controls, prohibitions, work practices, or other requirements contained in, issued under, or contained in the Air Act adopted by federal, state, or local government agencies; and

(ii) An applicable implementation plan as described in section 110(d) of the Air Act (42 U.S.C. 7411(d)).

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or FEMP-designated products) at the time of contract award, for products that are—

(i) Delivered;

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

(iii) Authorized by the Contractor for use by the Government; or

(iv) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(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; or

(2) Otherwise approved in writing by the Contracting Officer.


3. **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 servicing required by this contract, of the nature of, items contained in, or work on, any hazardous material. The hazardous materials identified shall be—

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1946, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 1 microcurie per gram or the activity per item exceeds 0.01 microcurie.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the characteristics of the radioactive material, the activity of the material, the level of radiation that may be encountered during the course of handling and processing the material, the name of the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107). * The Laboratory Procurement Representative shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that licensed personnel are available for handling and appropriate protective equipment is utilized to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If the Contractor has been or will be charged the cost of the removal of radioactive materials from facilities other than the site of manufacture or distribution, the Contractor shall—

(1) Send the items to the appropriate address in accordance with the instructions provided by the Contracting Office to which it was submitted.

(2) Accept the cost of the removal of radioactive materials from facilities other than the site of manufacture or distribution, to the extent that any such removal shall—

(i) Be submitted in writing;

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

(iii) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item exceeds or equals...
To the extent that Federal law does not exist and State law could become applicable to this contract, APPLICABLE LAW (OCT 1999)

STATEMENT OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

Except as otherwise provided in this contract, no payment for extras shall be made unless such air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons (see Section 47.403 of the Federal Acquisition Regulation): (a) the contractor agrees to include the substance of this clause, including this paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.

APPLICABLE LAW (OCT 1999)

To the extent that Federal law does not exist and State law could become applicable to this contract, the law of Illinois shall apply.

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 threatens 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 all labor disputes or disputes in which the laboratory represents the Government.

(c) The contractor shall include in the contract documentation, include all relevant information concerning the dispute.

12. PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)

(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.

(b) Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118)(Fly America-Act) requires that all Federal agencies and Government contractors shall not subcontracts or subcontracts for U.S. air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by a U.S.-flag air carrier is available.

(c) If the contractor shall desire to use a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(d) If the contractor shall desire to use a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

STANDARD OF UNAVAILABILITY OF U.S.-FLAG AIR CARRIERS

International air transportation of persons (and their personal effects) or property by U.S.-flag air carriers is not available for the following reasons:

13. APPLICABLE LAW (OCT 1999)

To the extent that Federal law does not exist and State law could become applicable to this contract, the law of Illinois shall apply.

14. REPORTS (OCT 1999)

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 to the Laboratory under this contract shall contain a signature page which will identify the persons preparing the report and the persons approving the report.

15. CHANGES - FIXED-PRICE (OCT 1999)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice, increase or decrease the cost of, or the time required for, any work or service to conform to the requirements of this contract.

(b) The contractor shall not be liable for loss of or damage to supplies or reperformance of nonconforming services at no increase in contract price. The contractor shall be entitled to an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The contractor shall submit any “proposals for adjustment” (hereafter referred to as proposals) 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.

(d) 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 disposal of the property.

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

16. EXTRAS (OCT 1999)

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

17. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. As used in this clause, “acceptance,” means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as “United States Government” in the absence of competent performance by the contractor.

(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the contract, the Laboratory reserves the right to inspect test any supplies or services that have been delivered to the Laboratory. The contractor is required to perform all work 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 written notice of any defect or nonconformance to the Contractor. The Laboratory Procurement Official shall insert the specific period of time in which notice shall be given to the Contractor; e.g., “within 30 days from the date of acceptance by the Laboratory,” within 1000 hours of use by the Laboratory, or other specific event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time. This notice shall state either (i) that the contractor shall have the option of making any defective or nonconforming services, or (ii) that the Laboratory does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall not result in 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 reperform, the Laboratory will perform, or have performed, such maintenance, repair, or other services, or correct or replace with similar services and charge to the Contractor the costs occasioned to the Laboratory thereby, or make an equitable adjustment in the contract price.

(d) If the Laboratory does not require correction or reperformance and this clause, the Laboratory Procurement Officer shall make an equitable adjustment in the contract price.

18. WARRANTY OF SUPPLIES (DEC 2011)

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

19. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance by the Laboratory, regardless of when or where the Laboratory takes physical possession, unless the contract specifically provides for earlier passage of title.

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

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

(d) The contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.

20. 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 test any supplies or services that have been delivered to the Laboratory for nonconformance for reasons (see Section 47.403 of the Federal Acquisition Regulation): (1) the contractor submits a timely written request for an equitable adjustment; and (2) acceptance by the Laboratory of the supplies or services at the destination specified in the contract, whichever is later, if transportation is f.o.b. origin or destination.

(e) If any of the services do not conform with contract requirements, the laboratory may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformance with contract requirements, the laboratory may (1) by contract or otherwise, perform the services and charge to the Contractor on cost occasioned by the Laboratory that is directly related to the performance of such service or (2) terminate the contract for default.

21. LABORATORY-FURNISHED PROPERTY (OCT 1999)

(a) The contractor shall deliver the property at the time and location 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 affected provisions of this contract in accordance with the Changes clause when:

(b) The contractor shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Laboratory inspection at any reasonable times.

(c) Upon delivery of Laboratory-furnished property to the contractor, the contractor assumes the risk and responsibility for its loss or damage, except:

1. References to the end of this document.
24. 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 22.330) shall require or permit them to work over 60 hours in any workweek unless they are paid at least at times the basic rate of pay for each hour worked over 40 hours.

(b) Violability 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 payable to the Government or the Laboratory. The Laboratory Procurement Representative will assess liquidated damages at the rate of $10 per affected employee for each calendar day during which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Violability for unpaid wages and liquidated damages. The Laboratory Procurement Representative will withhold payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liquidated damages as a result of their failure to comply with, or satisfy Contractor or subcontractor liabilities, the Laboratory Procurement Representative will withhold payments from other transactions or property covered by this contract, but the Contractor is not required to pay or bear, for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(d) Payrolls and basic records. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Act” to the Department of Labor or its designee. The Laboratory may assign this contract to a successor operator of the Laboratory.

25. BUY AMERICAN ACT – SUPPLIES (FEB 2009)

(a) Definitions. As used in this clause—

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

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of imported items are considered part of the item if they are incorporated in the item in the same form in which it is sold in the commercial marketplace; or

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as subcontract for commercial items to be under supplied under this contract.

5 2B.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub L. 110-252, Title VII, Chapter 1 (41 U.S.C. 251, note), if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the agency office of the Lead Contracting Officer or the Contracting Officer.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as subcontract for commercial items to be under supplied under this contract.

(c) “Domestic product” means—

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available for use at any time without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1/2014), such as agricultural products and petroleum products.

(2) The Laboratory’s right to terminate this contract under subdivisions (1)(ii) and (1)(iii) of paragraph (a) of this definition.

27. SUBCONTRACTS FOR COMMERICAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—

“Commercial item” has the meaning contained Federal Acquisition Regulation 21.011, Definitions. “Subcontract” includes a transfer of commercial item between subsidiaries, or affiliations of the Contractor.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as subcontract for commercial items to be under supplied under this contract.

(c) “Domestic product” means—

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of imported items are considered part of the item if they are incorporated in the item in the same form in which it is sold in the commercial marketplace; or

(ii) The product is a COTS item.

(3) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available for use at any time without modification, in the same form in which it is sold in the commercial marketplace; and

(4) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1/2014), such as agricultural products and petroleum products.

(2) The Laboratory’s right to terminate this contract under subdivisions (1)(ii) and (1)(iii) of paragraph (a) of this definition.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as subcontract for commercial items to be under supplied under this contract.

(c) “Domestic product” means—

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if—

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of imported items are considered part of the item if they are incorporated in the item in the same form in which it is sold in the commercial marketplace; or

(ii) The product is a COTS item.

(3) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available for use at any time without modification, in the same form in which it is sold in the commercial marketplace; and

(4) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1/2014), such as agricultural products and petroleum products.

(2) The Laboratory’s right to terminate this contract under subdivisions (1)(ii) and (1)(iii) of paragraph (a) of this definition.

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

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 compensation to the contractor, shall be in accordance with Part 49 of the Federal Acquisition Regulation in effect on the date of this contract.

29. DEFAULT (OCT 1999)

(a) (1) The Laboratory may, subject to paragraphs (c) and (d) below, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to—

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension.

(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below); or

(iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(b) The Laboratory’s right to terminate this contract under subdivisions (1)(i) and (1)(ii) above, may be exercised if the contractor does not cure such failure within 10 days (or such additional time as the Laboratory determines necessary in writing to the Contractor) after receipt of the notice from the Laboratory specifying the failure.

(c) If the Laboratory terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Laboratory determines appropriate, supplies or services similar to those terminated, and the contractor will be liable to the Laboratory for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.

(d) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and with no fault or negligence of the contractor.

(e) “All applicable Federal, State, and local taxes and duties” means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

(f) “Contract date” means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of the contract.

(g) “Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of these areas.
31. 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 classified material (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, unless otherwise contractually transferred, protect and preserve property in its possession in which the Laboratory or the Government may have an interest.

(f) The Laboratory shall pay the contract price for completed supplies delivered and accepted. The price paid by the Laboratory shall agree with the certified, determined and accepted materials delivered and accepted and for the protection and preservation of the property. The Laboratory may withhold from these amounts any sum the Laboratory determines to be necessary to protect the Laboratory against loss or damage from the act or omission of the former lien holders.

(g) After the termination, it is determined that the contractor was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Contractor.

(h) The rights and remedies of the Laboratory in connection with nonperformance by the Contractor shall in all cases be in addition to any other rights and remedies provided by law or under this contract.

30. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, use, or pay for the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if any proclamation, Executive order, or statute administered by OFAC, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, and Sudan are prohibited if the end result is most imports from Burma or North Korea, into the United States, into or from territory or outlying areas. Lists of entities and individuals subject to economic sanctions are included in the list of Specially Designated National and Blocked Persons at http://www.treas.gov/office/enforcement/ofac/sdn. More information about these restrictions, as well as updates, is available in OFAC’s regulations at 31 CFR chapter V and on OFAC's website at http://www.treas.gov/office/enforcement/ofac.

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

31. RESPONSIBILITY

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 classified material (including documents, material and special nuclear material) which are in the Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, unless otherwise contractually transferred, protect and preserve property in its possession in which the Laboratory or the Government may have an interest.

b. Definitions. 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, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

c. Definition 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, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.

d. Definition of Formerly Restricted Data. The term "Formerly Restricted Data" means information that will not be retained after the completion or termination of the contract, the information that was protected as Restricted Data prior to 42 U.S.C. 2122 (Section 142, as amended, of the Atomic Energy Act of 1954).

e. Definition of Restricted Data. The term "Restricted Data" means information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the level of classification and category of classified information or particular category of special nuclear material to which access is required.

f. The Contractor shall conduct a thorough review, as defined at 48 CFR 940.401, of all uncleared applicants or uncleared employees who have been determined to be in possession of illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.

ii. Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or any other Federal agency, or whose access authorization may be revalidated without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).

iii. If the Contractor determines that an applicant has been determined to be in possession of illegal drugs, the Contractor shall notify the applicant of the proposed decision and the applicant shall have an opportunity to respond to the proposed decision.

iv. 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 answer to the questions presented in the Standard Form SF 328. Certificate Pertaining to Foreign Interests, executed prior to award of this 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.

v. The Contractor may terminate this contract for default either if the Contractor fails to meet any obligations imposed by 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 avoiding performance or a termination for default.

vi. Employment announcements. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notice to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR Part 707, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR 709, the announcement should also alert applicants that successful completion of a counterintelligence examination is required prior to a polygraph examination.

vii. The Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or special nuclear material.

vi. When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless a signed statement from the individual specifies that the individual has no present or future plans to possess or use any illegal drugs.
32. LABORATORY SITE ACCESS AND OR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2004)

Site Access
Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed 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 assigned to a specific area of the Laboratory, not access to a sensitive subject. At least 30 days advance notice should be provided to ensure that Security, Counterintelligence, and Export Control reviews can be accomplished, and a DOE indices check can be completed prior to approval. In such cases, a specific list of approved individuals is required to be submitted to the Foreign Visits and Assignments Office and the ANL-593 form requesting the visit by the Hosting Division. An indices check normally takes 30 days after submission of all required clearance documents, but can take considerably longer (once obtained, an indices check is valid for two years).

For visits or assignments involving a foreign national from a “Sensitive Country,” and/or access to a security area of the Laboratory, the requirement is to be followed down to all subcontractors at any laboratory site.

33. 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 and re-export. This includes deemed exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical data (including, but not limited to, data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or workshops, or through computer networking is an export. If a foreign national observes equipment which is not exported, or receives technical data, the contractor is responsible for such export. The contractor shall be solely liable for any violation of export control laws and regulations, whether or not the contractor was aware of the violation. The contractor shall assure that all persons are aware of the general principles associated with export control and be responsible for their compliance with export control laws and regulations.

Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:

- Fundamental research and information resulting from fundamental research
- Patent applications
- Published information and software (publicly available) education information

If the information or technology, and/or commodities do not fall into one of these categories, please consult the Export Manager at Argonne to determine if a license is required prior to export. To further ensure compliance with U.S. export control regulations, the contractor agrees to comply with export control laws and regulations.

An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries while you are visiting their country are considered exports. You and the Laboratory can be held liable for improper transfers of technology, and the contractor will be held responsible for any actions taken against the contractor and/or its employees pursuant to this clause.

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

Activity Participation
Due to Department of Energy directives and Department of Commerce regulations, persons who are born in and who are not U.S. Citizens are classified as “nationals” of the countries designated. Contractors shall be solely liable for the performance of the contract.

The United States is committed to encourage technology exchanges that are consistent with U.S. technology, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control laws and regulations, whether or not the contractor was aware of the violation. The contractor shall assure that all persons are aware of the general principles associated with export control and be responsible for their compliance with export control laws and regulations.

34. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake is fundamentally different in nature than the work associated with research and development of weapons technology, and the Laboratory is not subject to all of the export control regulations that govern the export of certain technologies.

The Laboratory does not maintain a list of the countries subject to export control regulations, and is therefore unable to provide a comprehensive list of such countries. However, the Laboratory does maintain a list of the countries subject to all U.S. laws and regulations. This includes the country of Cuba, Iran, Libya, North Korea, Sudan, Syria, and Yugoslavia. These countries currently include: Cuba, Iran, Libya, North Korea, Sudan, Syria, and Yemen. The time frames indicated above shall not constitute the basis for any equitable adjustment or claim to the contract price or performance/delivery.

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

35. 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.

36. Whistleblower Protection for Contractor Employees (DEC 2000)

(a) The contractor shall comply with the requirements of the “DOE Contractor Employee Protection Program” at 10 CFR Part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

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

37. Combating Trafficking in Persons (Feb 2009)

(a) Definitions. As used in this clause—

"Coercion" means—

(1) The threat or use of force or other deprivations to cause a person to perform an act or to fail to perform an act; or

(2) The use or threatened use of any other form of compulsion or intimidation against a person to cause a person to perform an act or to fail to perform an act.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor or the debtor’s personal services as security for a debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

(b) Prohibitions

The contractor shall prohibit the following actions:

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not work for the contractor, that person or another person would suffer serious harm or physical restraint; or

(2) By means of the abuse or threatened abuse of the legal process.

(c) Requiring the contractor to terminate a subcontract;

(d) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

38. Research Misconduct (Jul 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudications consistent with this clause.

(b) The contractor shall establish adequate procedures and mechanisms for the prevention, detection, and remediation of research misconduct.

(c) The contractor shall investigate all allegations of research misconduct made to the contractor or to any DOE laboratory.

(d) The contractor shall provide the investigation with access to any evidence submitted to support the allegation or any other relevant documentation.

(e) The contractor shall maintain appropriate safeguards to ensure that individuals may bring allegations of research misconduct or potential research misconduct to the attention of the appropriate authorities without fear of retaliation.

(f) The contractor shall maintain and disseminate information on the policies and procedures for reporting research misconduct.

(g) The contractor shall provide the appropriate authority with the information necessary to determine appropriate corrective actions and sanctions.

(h) The contractor shall be responsible for the prevention, detection, and remediation of research misconduct.

(i) The contractor shall provide an adequate number of personnel to carry out the responsibilities set forth in this clause.

(j) The contractor shall provide the appropriate authority with the information necessary to determine appropriate corrective actions and sanctions.
developed in response to an allegation and notice of any findings of research misconduct.

(2) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have not had a previously unresolved conflict of interest. The individual(s) who conduct an adjudication must not be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.

(3) Timeliness. The contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct thoroughly. Generally, the investigation should be completed within 120 days of initiation, and adjudication should be completed within 60 days of receipt of the record of investigation.

(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the identity of the subjects of allegations and informants should be limited to those with a need to know.

(5) 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. Such action may include but are not limited to, correcting the research record and any appropriate imposing restrictions, cost, or other parameters on research or process to be conducted in the future. The contractor must coordinate remedial actions with the LPO. The contractor must also consider whether personnel sanctions are appropriate. Any such sanction must be considered and effected consistent with any applicable personnel policies, laws, and regulations, 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.

(e) The Laboratory reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of this award or contract and applicable laws and regulations. However, the contractor's good faith administration of this clause and the effectiveness of its remedies shall be and the contractor shall be taken into account as mitigating factors in assessing the need for such actions. If the Contractor pursues any such action, it will inform the subject of the action of the outcome and any applicable appeal procedures.

(f) Definitions.

"Adjudication" means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

"Fabrication" means making up data or results and recording or reporting them.

"Falsification" means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.

"Finding of Research Misconduct" means a determination, based on a preponderance of the evidence, that research misconduct has occurred. Such a finding requires a conclusion that there has been a significant departure from accepted practices of the relevant research community and that it was committed knowingly, intentionally, or recklessly committed.

"Inquiry" means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.

"Investigation" means the formal examination and evaluation of the relevant facts.

"Plagiarism" means the appropriation of another person’s ideas, processes, results, or words without giving appropriate credit.

"Research misconduct" means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion.

"Research record" means the record of all data or results that embody the facts resulting from scientists' inquiries, including, but not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

(g) By executing this contract, the contractor provides its assurance that it has established an administrative procedure for performing an inquiry, methods of possible, or if investigation and reporting allegations of research misconduct, and that it will comply with its own administrative procedures to the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.

(h) The contractor must insert or have inserted the substance of this clause, including paragraph (g), in all subcontracts at all tiers that involve research.

39. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 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, contractor agrees to obtain and maintain appropriate levels of automobile liability coverage for property damage and bodily injury and such insurance shall be primary.

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

(a) Definitions. As used in this clause—

"Driving"—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

"Texting while driving" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) The contractor shall implement Executive Order 13553, Federal Leadership on Reducing Text Messaging While Driving, dated October 1, 2009.

(c) The Contractor should—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles;

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and outreach to employees about the safety risks of texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

41. 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 this contract and there are no understandings or agreements other than those incorporated into this contract.

42. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

43. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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 Department of Energy (DOE) Technical Standards, conducting technical standards review 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 where 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 Laboratory Technical Standards Manager in The Office of Contract Administration.

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

44. 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 original, new, and as 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 resulting directly or indirectly from material, 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, materials that are defective, suspect, or counterfeit; materials that have been provided under false pretenses; and materials or items that are materially altered, damaged, deteriorated, degraded, or in such a condition as to result in product failure.

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at the contractor's expense, and subject the contractor to criminal investigation and prosecution for such conduct.
# HEADMARK LIST

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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)