# Appendix A

## Argonne Terms and Conditions

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

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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 conflicting or additional to the Terms and Conditions herein set forth, or varies in any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgement shall be deemed to be performance in accordance with the Terms and Conditions of this contract.

2. ASSIGNMENT (OCT 1999)
Neither this contract nor any interest therein nor claim there under shall be assigned or transferred by the contractor except as expressly authorized in writing by the laboratory, nor shall any less any deductions or charges, unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the laboratory.

3. PAYMENTS (FEB 2004)
(a) The laboratory shall pay the contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions or charges, unless otherwise specified in this contract.

(b) Property.
(i) Property shall mean all tangible personal property as defined 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 which the contract is entitled to be reimbursed at the direct item of cost under this contract, for which the contractor has in good faith to the contractor in the performance of the contract for which the contract is entitled to be reimbursed at the direct item of cost under this contract, for which the contractor has in good faith, and which are properly accounted for.

(ii) All property shall be accepted by the contractor at the place of delivery shall be accepted by the contractor at the place of delivery, except for property delivered under this contract, and that property shall be accepted at the place of delivery.

(iii) Property shall be accepted by the contractor at the place of delivery shall be accepted by the contractor at the place of delivery, except for property delivered under this contract, and that property shall be accepted at the place of delivery.

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, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(a) The contractor shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(b) Property shall mean all tangible personal property as defined 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 which the contractor is entitled to be reimbursed at the direct item of cost under this contract, for which the contractor has in good faith to the contractor in the performance of the contract for which the contractor is entitled to be reimbursed at the direct item of cost under this contract, for which the contractor has in good faith, and which are properly accounted for.

(c) Submission of Transportation Documents
(i) The contractor shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(ii) Contractors shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(iii) Contractors shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

5. COVENANT AGAINST CONTINGENT FEES (MAY 2014)
(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 cancel this contract without liability or, 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 improper influence nor is retained as a direct item of cost under this contract, for which the contractor has in good faith, and which are properly accounted for.

(c) 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, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(d) The contractor shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

6. EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
(a) Definitions. As used in this clause—
(1) “Commercially available off-the-shelf (COTS) item”—
(i) A commercial item (as defined in paragraph (2) of the definition of ‘COTS’).
(ii) Sold in substantial quantities in the commercial marketplace, and
(iii) Offered to the Government 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 46 U.S.C. 40102(a), such as agricultural products and petroleum products. Per 46 CFR 211.101 (‘bulk cargo’ means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unenclosed vehicle or cargo container. Bulk cargo trucked into land terminals, or loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count, and therefore, does not bulk cargo. ‘Employee assigned to the contract’ means an employee who was hired after November 6, 1986 (after November 27, 2009 in the Commonwealth of the Northern Mariana Islands), who is directly performing work for the United States, under a contract that is entitled to be included in the clause prescribed at 29 CFR 5.1.

(c) Submission of Transportation Documents
(i) The contractor shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(ii) Contractors shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(iii) Contractors shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(d) 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, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(e) The contractor shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(f) 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, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(g) The contractor shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

(h) The contractor shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.

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(z) The contractor shall submit a written notice addressed to the Laboratory, who may file such notice, to the extent necessary, to prevent the contractor from disposing of its property.
7. 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, items containing either

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act, 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 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the material, and any other information known to the Contractor which will put the users of the items on notice as to the hazards involved (OMB No. 9000-0070).

The Laboratory Procurement Representative shall insert the number of days required in advance of the delivery of the item or completion of the servicing to assure that required licenses in obtained and appropriate personnel are notified to institute any necessary safety and health precautions.

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall —

(1) be submitted in writing;

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

(3) the contract number on which the prior notification was submitted and the contract to which it was submitted.

(c) All items, parts, or subassemblies containing radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government or the Laboratory shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

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

(a) Definitions. As used in this clause — International air transportation means transportation by air in or over the United States, and a place outside the United States or between two places both of which are outside the United States.

“U.S. flag air carrier” means any air carrier holding a certificate under 49 U.S.C. Chapter 411.

(b) Section 5 of the International Air Transportation Fair Competition Act of 1974 (49 U.S.C. 1354) requires that the Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for Government-financed international air transportation of personnel (and their personal effects) or property, to or from the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to discontinue or otherwise eliminate international air transportation of personnel (and their personal effects) or property, to or from the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(c) If available, the contractor, in performing work under this contract, shall use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) or property.

(d) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

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

International air transportation of personnel (and their personal effects) or property by U.S.-flag 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): [State reasons].

(End of Statement)

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.

9. 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.

10. 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 shall agree 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 be to apply in the event the timely performance is delayed or threatened by 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.

11. 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 the activities of the Contractor's contract performance, 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.

12. CHANGES - FIXED-PRICE (OCT 1999)

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

(1) Drawings, designs, or specifications when the supplies to be furnished are to be manufactured by the Laboratory for the Contractor.

(2) Method of shipment or packing.

(3) Description of services to be performed.

(b) If the contractor incurs an increase 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 make an equitable adjustment in the contract price and in the delivery schedule, if any, and the contractor shall be reimbursed.

(c) The contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days after 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 meet any at time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the supplies, services, or performance of this contract, and such changes may extend to any or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be manufactured by the Contractor.

(b) Method of shipment or packing.

(c) Description of services to be performed.

(d) If the contractor incurs an increase 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 make an equitable adjustment in the contract price and in the delivery schedule, if any, and the contractor shall be reimbursed.

(e) The contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days after 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 meet any at time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the supplies, services, or performance of this contract, and such changes may extend to any or more of the following:

13. EXTRAS (OCT 1999)

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

14. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. As used in this clause, means the act of an authorized representative of the Laboratory or another, ownership of existing and identified supplies, or approves specific services , as partial or complete performance of the contract performance of the contract.

(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 or performed prior to the time of notification will be free from defects in workmanship and conformity to the requirements of the contract. The Laboratory Procurement Official shall give written notice of defect or default by the Contractor. 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 “prior to the time of notification of any event occurs or threat of any event or combination of any applicable events or period of time). This notice shall state each (1) the nature of the defect or default, (2) the required performance, or (3) the Laboratory that the defendant or default or performance.

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

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

15. WARRANTY OF SUPPLIES (JUN 2014)

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

16. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

(a) Title to supplies furnished under this contract shall pass to the Government upon formal acceptance of the Laboratory in the absence of a written order of when 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 and shall pass to the Laboratory upon:

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

(2) Acceptance by the Laboratory or delivery of the supplies to the Laboratory at the destination specified in the contract, whichever is later, 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 shall remain with the contractor until or 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.

17. INSPECTION OF SUPPLIES (OCT 1999)

The contractor shall order for acceptance those items that conform to the requirements of this contract. The Laboratory reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies or services at the Contractor's expense and at Contractor's expense and at Contractor's expense price. 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.

18. INSPECTION OF SERVICES (AUG 1996)

(a) Definitions. “Services” as used in this clause, includes services performed, workmanship, materials, nonconforming supplies and services, nonconforming supplies and services, and costs. The Contractor shall provide and maintain an inspection system acceptable to the Laboratory covering the services under this contract. Complete records of all inspection work performed
(f) Risk of loss of Government property. (e) Protection of government property — management of high-risk property and classified materials. The Laboratory reserves the right to furnish any property or services required for the performance of the work under this contract.

(b) Property. Except as otherwise provided by the Laboratory Procurement Official, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Laboratory reserves the right to inspect, and to accept or reject, any item of such property. The Contractor shall make such disposition of rejected items as the Laboratory Procurement Official shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of the Laboratory's commencement of processing or use of such property in the performance of this contract, or (2) release of the property by the Laboratory Procurement Official, whichever first occurs. The property shall be furnished by the Laboratory and property purchased or furnished by the Contractor, title to which remains with the Government, or which are herein referred to as Government property, shall remain the property of the Government. Title to Government property shall not be affected by the incorporation of the property into or the attachment of it to any property not owned by the Government, nor shall the ownership of Government property or any part thereof be lost or cancelled as a result of any transaction by the Government for the purposes of research and development, unless the transaction is done in a manner which will bring to the attention of the Government the fact that the property is owned by the Government. Identification, to the extent directed by the Laboratory Procurement Official, the Contractor shall make such disposition of Government property which has come into the possession or custody of the Contractor under this contract.

20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT — OVERTIME COMPENSATION (MAY 2014)

(a) Overtime requirements. To Contractor or subcontractor employing laborers or mechanics engaged in the construction or acquisition of Federal property (22 U.S.C. §2809), shall provide: or (b) Paying overtime wages required by the Contract Work Hours and Safety Standards statute (40 U.S.C. §§514, 526) for all laborers and mechanics working on the contract during the contract and shall keep complete and accurate records of all such wages and payments. The Contractor's approved property management system, the Contractor shall provide a baseline inventory covering all items of Government property. The Contractor is to be charged with the responsibility of the contractor to perform the services in such a manner consistent with all relevant facts and circumstances.

(i) The contractor’s “managerial personnel” as used in this clause means the contractor's directors, officers, and any of its managers, superintendents, or other equivalent personnel who have supervision over employees who have supervision over employees who are engaged in the performance of the government contract.

(ii) The contract shall include all cost reimbursable subcontracts.

(iii) The contractor shall include this clause in all cost reimbursable subcontracts.
(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, 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 46 U.S.C. 40102(4), such as agricultural products and petroleum products

“Component” means an article, material, or supply incorporated directly into an end product.

“Cost of components” means—

(1) Components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) Components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allowable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

“Domestic end product” means—

(i) A component manufactured end product mined or produced in the United States;

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

(A) The costs of its component materials, mined or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available quantities and in a timely manner to meet the requirements of the contract, or that the commercial customs of the United States exceed a specific threshold for a given class or kind of component, are considered domestic; and

(B) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(41 U.S.C. chapter 83. Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item.

(OFFICIAL DATES)

(4) Offers may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.

(d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the Representations and Certifications for the solicitation entitled “Buy American Certificate.”

22. FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause—

“After-imposed Federal tax” means any new or increased Federal excise tax or duty, or tax that is increased or decreased or that is not included in the contract price, after the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that was subject to or exempt from tax as a contingency modification, the effective date of this contract or modification.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, that the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency a reasonable basis exists to sustain the exemption. ASSIGNMENT (OCT 1999)

(d) The Contracting Officer may withhold from these amounts any sum the Laboratory determines to be necessary to protect the Laboratory against loss because of outstanding liens or claims of former lien holders.

(e) The Laboratory shall pay the contract price for completed supplies delivered and accepted. The contract price for completed supplies delivered and accepted shall be the same as if the termination had been issued for the convenience of the Government.

23. SUBCONTRACTS FOR COMMERCIAL ITEMS (APR 2015)

(a) Definitions. As used in this clause—

“Commercial item” has the meaning contained in Federal Acquisition Regulation 2.101,

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) Subcontracts awarded under this contract shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondispositional items as a class or category of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clause in subcontracts for commercial items:—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (1) the subcontractor shall be held in the same manner as if the subcontractor were a party to this contract.


(iii) 52.219-2, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(1) and (2)), if the subcontract offers further subcontracting opportunities.

(iv) 52.219-5, subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 52.222-3, Prohibition of Segregated Facilities (Apr 2015).

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

(a) (1) The Laboratory may, subject to paragraphs (c) (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 end performance of this contract (but see subparagraph (a)(2)(ii) below).

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

(b) If the Laboratory terminates this contract in whole or in part, it may, under the authority of the Director, obtain the supplies and services on the terms and conditions of this contract or any extension, without regard to the provisions of this clause.

(c) 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 without the fault or negligence of the contractor. Examples of such causes include: (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) war, acts of war, armed hostilities, and riots, (4) epidemics, (5) quarantine restrictions, (6) strikes, (7) freight embargoes, and (8) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either party, the contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Laboratory may require the contractor to transfer title and deliver to the Laboratory, as directed by the Laboratory, any (1) completed supplies, (2) work in progress comprising tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the contractor has specifically produced or acquired for the performance of the contract, (3) materials in the possession of the contractor and which contractor shall also protect and preserve property in its possession in which the Laboratory or the Government have an interest.

(f) The Laboratory may withhold from these amounts any sum the Laboratory determines to be necessary to protect the Laboratory against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the contractor was not in default or that the default was excusable, the Government shall be compensated for the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(h) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(i) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

26. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEVIATION) (AUG 2012)

This clause implements the temporary policy provided by OMG Policy Memorandum M-12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012.

(a) Upon receipt of accelerated payments from the Government, the Laboratory is required to make accelerated payments to small business concerns to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

27. 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, for use in the performance of this contract, any supplies or services if any prohibition, Executive order, or statute administered by OFAC, or the Departments of State, Commerce, or Treasury, would cause a transaction involving such supplies or services to be illegal under United States law.

(b) Except an authorized by OFAC, such transactions involving Cuba, Iran, and Sudan are prohibited, as are imports from Burma, North Korea, China, and Sudan or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in
28. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology security policies and requirements, including use of common security configurations available at the National Institute of Standards and Technology website at http://checklists.nist.gov.

29. SECURITY (OCT 2013) (DEVIATION)

Responsibility. The Contractor is to protect all classified information, special nuclear material, and other information or property. The Contractor shall, in accordance with DOE requirements, be responsible for protecting all classified information and all classified matter that is not classified as controlled foreign data, including all documents, material and other items (whether or not marked with a classification indication) which are in the possession or control of the Contractor, which are in the possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as expressly provided in this contract, the Contractor shall be responsible for the security of classified information and special nuclear material in the possession of the Contractor or any person under the Contractor’s control in connection with the performance of work under this contract. Should any question arise as to whether the security of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention to the Contracting Officer. For assistance in preparing a request, contact the Argonne Technical Investigator associated with the Laboratory Site Access and Participation in Activities by Non-U.S. Nationals.

The time frames indicated above shall not constitute the basis for any equitable adjustment or claim for an extension of time if such extension finds support in a finding that the contractor has failed to comply with DOE requirements. The contractor shall not be entitled to a claim for any equitable adjustment or extension of time resulting from a decision of the DOE Contracting Officer on a request to extend the time for a period in excess of 45 days, including 15 days for the review process and DOE Contracting Officer action.

Access authorizations of personnel. (i) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the regulations issued thereunder, to the extent required to fulfill the obligations of the contract.

(ii) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee who is selected for a position that requires a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

Access authorizations of personnel. (i) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the regulations issued thereunder, to the extent required to fulfill the obligations of the contract.

(ii) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee who is selected for a position that requires a DOE access authorization. For assistance in preparing a request, contact the Argonne Technical Investigator associated with the Laboratory Site Access and Participation in Activities by Non-U.S. Nationals.

(iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those: (a) governing the processing and privacy of an individual’s information, such as the Fair Credit Reporting Act, Equal Employment Opportunity, the Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (b) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including use of a pre- and post-offer employment disability related questioning.

(iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 3 CFR Part 707.4. All employees possessing access authorizations are subject to random, or for cause testing for illegal drugs, and the Contractor will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

(v) The Contractor shall provide an offer of employment to a DOE access authorization unless an access authorization is obtained for the position. If an offer is rejected by a DOE access authorization, the employee may not be afforded access to classified information or special nuclear material under any tier and the term “Contractor” shall mean Subcontractor and the term “contract” shall mean subcontract.

30. 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 a DOE Contracting Officer. All access 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 in a 12-month period). A certified host must be assigned for each visit or assignment. Form ANL-593 is to be submitted at least 30 days in advance as an advance notice of any change in access status. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or whose access authorization may be reapproved or whose access authorization may be reapproved by a DOE Contracting Officer, the same approval must be obtained from the Deputy Director for Employment, including whether or not the assignment is sensitive or non-sensitive.

For assignments (more than 30 days) involving a foreign national from a “Sensitive Country”, and/or whose access authorization may be reapproved or whose access authorization may be reapproved by a DOE Contracting Officer, the same approval must be obtained from the Deputy Director for Employment, including whether or not the assignment is sensitive or non-sensitive.

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

31. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract is subject to U.S. export control regulations regarding export or re-export. This includes exported products which are in any communication of technical data (in a foreign language, whether of any tier and the term “Contractor” shall mean Subcontractor and the term “contract” shall mean subcontract).
solely the contractor's obligation to obtain all appropriate export licenses, keep required records, and comply fully with all export control statutes and regulations. Unless authorized by appropriate government license or regulation, contractor agrees not to export directly or indirectly any technology, technology products or materials by or on behalf of the Contractor. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, Chicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

32. 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, foreign policy, and non-proliferation objectives. Although much of the work Argonne does is performed under U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations to ensure its compliance with export controls. An export can occur through a variety of means, including oral communications, written documentation, transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies. 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
- Published information and software (publicly available) education information
- Patent applications
- If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne National Laboratory.

33. 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.

34. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its sub contractors under this contract, to the extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documents from a small business concern.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

35. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR2014)

(a) This contract and employees working on this contract will be subject to the whistleblower remedies in the pilot program established at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) with the release of the eligible contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 823 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908-3.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as established in section 3.903 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

36. DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

(a) Definition:

- Eligible employee means a current or former employee of a contractor or subcontractor employed at a Department of Energy Defense Nuclear Facility (1) whose position of employment has been, or will be, involuntarily terminated (except if terminated for cause), (2) with the release of the eligible contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 823 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908-3.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as established in section 3.903 of the Federal Acquisition Regulation.

(c) The requirements of this clause shall be included in subcontracts at any tier (except for subcontracts for commercial items pursuant to 41 U.S.C. 403 expected to exceed $500,000).

37. 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 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.

38. COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause:

- "Human trafficking" means the recruitment, transportation, transfer, or receipt of any other person for the purpose of exploitation or transportation, including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not:

- Provide or arrange housing that fails to meet the host country housing and safety standards; or

(b) Contractor requirements for the Contractor shall:

- Notify its employees and agents of:

- The United States Government’s policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(f) Take appropriate steps to prevent and to report violations of paragraphs (a) and (b) of this clause.

39. NOTICE (DEC 2008)

(a) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately:

- Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor employee, or any agent has engaged in conduct that violates the policy in paragraph (a) of this clause (see also paragraph 10.1, Fraud in Foreign Labor

- Do not include bulk cargo, as defined in 46 U.S.C. 40102(a), such as agricultural products and petroleum products.

- Commercial sex act means any sex act on which any form of payment is received by or on behalf of a person in exchange for the performance of such act. It includes the performance of such an act by another person or another person.

- Debt bondage means the status or condition of a debtor arising from a pledge by the debtor of the debtor’s personal or family services for the payment of a debt. Unless the services of a person under his or her control as a security for 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.

- Employee means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

- Forced Labor means knowingly providing or obtaining the labor or services of a person-

- Any violation of export control statutes or regulations, and shall indemnify and hold the Department of Defense, the Contractor, or subcontractor liable for improperly transferring controlled technologies.

- Further elaboration, or additional details, may be considered an export of controlled items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of controlled items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of controlled items or technologies unless they are in the public domain.
39. 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 adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the Laboratory, the contractor must conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the contractor of such findings and the contractor must:

(1) Conduct an inquiry to determine a factual record and an examination of such record leading to either a finding of research misconduct and an identification of the appropriate remedial actions for the allegation that no further action is warranted.

(2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is separate organizationally from the element that conducted the inquiry or investigation. If the contractor adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

(c) Inform the LPO if an initial inquiry supports a formal investigation and, if requested by the Attorney General or the Inspector General when the Contractor has credible evidence of fraud; and

(2) The contractor may elect to conduct an inquiry conducted by an organization differs from the element conducting the inquiry or investigation into an allegation of research misconduct if the LPO finds that:

(1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;

(2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry;

(3) Laboratory involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest or;

(4) The allegation involves possible criminal misconduct.

(d) In 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 guidelines:

(1) Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the contractor without suffering retribution. Safeguards include but are not limited to: the following: fair and objective processes for examining and resolving allegations; and diligence in protecting positions and reputations. The contractor shall also provide that the rights of the subjects of allegations are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include a written policy regarding substantive allegations against them, a description of the alleged action, and reasonable access to any evidence submitted to support the alleged or demonstrate a 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 no unresolved conflict of interest. The individual(s) who conducts an adjudication must be the same individual(s) who conducted the inquiry and must be separate organizationally from the element that conducted the inquiry or investigation.

(3) Timeliness. The contractor shall coordinate, inquire, and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an 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 persons who have 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 which completed or in process. The contractor shall coordinate actions. Each action may include but are not limited to, correcting the research record and any of its indispensable components or, other parameters on research in process or to be conducted in the future. The contractor must coordinate remedial actions with the LPO. The contractor must also coordinate with other government agencies that have jurisdiction.

(6) The Laboratory reserves the right to pursue such remedies and other actions as it deems necessary to ensure the protection of the award instrument and other applicable laws and regulations. However, the contractor's good faith administration of this clause and the Laboratory's good faith administration of the award instrument and other applicable laws and regulations, may be considered in mitigating factors in assessing the need for such actions. If the Laboratory pursues any such action, it will inform the subject of the action of the outcome and appeal procedures.

(f) Definitions.

(1) "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.

(2) "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 deviation from the standards of the relevant research community and that it is knowingly, intentionally, or recklessly committed.

(3) "Inquiry" means information gathering and initial fact-finding to determine whether an allegation of research misconduct exists and whether an investigation is warranted.

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

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

(6) "Research" means all basic, applied, and demonstration research in all fields of science, engineering, and mathematics, including, but not limited to: clinical research in medicine, education, linguistics, medical, psychology, social sciences statistics, and research involving human subjects or animals.

(7) "Research Misconduct" means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include inadvertent, honest error or differences in interpretation.

(8) "Record" means the result of all data or facts that results from allegations, inquiries, investigations, and for proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations; internal reports, and journal articles.

(g) By exercising this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and remedial actions that are appropriate with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation, and reporting of research misconduct.

(h) The contractor must include this clause, including paragraph (g), in all contracts at all levels that involve research.

40. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)  
(1) Means operating a motor vehicle on an active roadway with the motor running, parking 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 the active roadway and has halted in a location where one can safely remain stationary.

(3) "Text messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, 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 before driving or while stopped in a location of the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13331, Federal Leadership on Text Messaging While Driving, dated October 1, 2009.

(c) Subcontracts. A subcontractor of a contractor shall comply with the substance of this clause, including paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

42. 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.

43. TECHNICAL STANDARDS PROGRAM (FEB 2011)  
This clause 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 performance and Selection package for DOE Technical Standards, conducting technical standards review and selection activities for DOE Technical Standards, and participation in the procedures for use to support assigned DOE missions and functions, must:

2. Subject to the requirements of Subparagraph (1), and to the extent selecting and adhering to voluntary consensus standards (VCSs), except where use of VCSs is consistent 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 that may have an adverse impact on the contractor's research and development programs or 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 (Use Form DOE 4750.1).

6. Flow down this requirement to subcontractor(s) at any tier for the 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 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 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 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’s 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 no cost, and identify, segregate, and report such information or
activities to cognizant Department of Energy officials.
### Suspect/Counterfeit Bolt Headmark List

Any bolt on this list should be treated as defective without further testing.

All Grade 5 and Grade 8 fasteners of foreign origin which do not bear any manufacturers' headmarks:

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<th>Grade 5</th>
<th>Grade 8</th>
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<td><img src="image" alt="Grade 5" /></td>
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Grade 5 fasteners with the following manufacturers' headmarks:

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</tr>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Grade 8 fasteners with the following manufacturers' headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sieybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyoei Mfg. (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unytite (JP)</td>
</tr>
</tbody>
</table>

Grade 8.2 fastener with the following headmark:

<table>
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</tr>
</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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