### APPENDIX A

**ARGONNE TERMS AND CONDITIONS**

*(FOR COMMERCIAL ITEMS)*

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1. ACCEPTANCE (OCT 1999)

Acceptance of this Purchase Order or contract (hereinafter called the "contract") must be in accordance with and limited to these Terms and Conditions. Any alternative acknowledgment or acceptance which contains provisions conflicting or additional to these Terms and Conditions or which varies any term or condition shall have no force or effect. Performance by the contractor without an effective acknowledgment shall be deemed to be performance in accordance with the Terms and Conditions of this contract.

2. INSPECTION (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 inspect or test any supplies or services that have been tendered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies or performance of nonconforming services at no increase in contract price. The Laboratory must exercise its post acceptance rights (a) within a reasonable time after the defect has been 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.

3. ASSIGNMENT (OCT 1999)

Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized by writing in the Laboratory; provided, that the contractor or its assignee's rights to be paid amounts due as a result of performance of this contract may be assigned to a bank, trust company or other financing institution, including any Federal lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

4. CHANGES (OCT 1999)

Changes in the Terms and Conditions of this contract may be made only by written agreement of the parties.

5. EXCUSABLE DELAYS (OCT 1999)

The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God or force majeure, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The contractor shall notify the Laboratory in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Laboratory of the cessation of such occurrence.

6. PAYMENTS (FEB 2004)

(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in this contract by check, electronic funds, or as the parties may otherwise agree. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received at the Laboratory. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the date on which an electronic funds transfer was made.

(b) Property.

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

(ii) ALL INVOICES submitted under contracts which contain Argonne Form PD-150, Control of Government Property – Contractor Requirements, shall be accompanied by a copy of the completed form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-861.

THE CONTRACTOR WILL NOT PAY LESS THAN INVOICES LESS A COMPLETED FORM ANL-861 IS INCLUDED WITH ALL INVOICES REGARDLESS IF PROPERTY IS BEING INVOICED ON A PARTICULAR INVOICE OR NOT.

(c) Submission of Transportation Documents.

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

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

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

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

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

7. 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 notice of the bankruptcy to the Laboratory Procurement Office 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 Laboratory contracts against which any judgment liens have been recorded against the contractor's property.

8. RISK OF LOSS (OCT 1999)

Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the contractor until, and shall pass to the Laboratory upon delivery of the supplies to the Laboratory at the destination specified in the contract, or if transportation is f.o.b. destination.

9. TAXES (OCT 1999)

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

10. TERMINATION FOR THE LABORATORY'S CONVENIENCE (OCT 1999)

The Laboratory reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of termination by the Laboratory, the contractor shall immediately cease all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of work performed prior to the notice of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the Laboratory using its standard cost keeping system, have rendered the terminated portion of this contract. The contractor shall be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Laboratory any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

11. TERMINATION FOR CAUSE (OCT 1999)

The Laboratory may terminate this contract, or any part hereof, for cause in the event of any material default by the contractor, or if the contractor fails to comply with any contract terms and conditions. Subject to the terms of this contract, if the contract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all definitions of violation of the civil False Claims Act or of Federal criminal law shall be directed to the affidavit of the Subcontractor or Contractor, as the case may be, with a copy to the Contracting Officer.

12. TITLE (OCT 1999)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Laboratory takes physical possession.

13. 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. The Laboratory shall, if it determines that the Laboratory improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

14. WARRANTIES (MAY 2001)

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of another owner of the property and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection by the Laboratory or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of Executive Order 13342, Federal Leadership in Environmental, Energy, and Economic Performance (http://www.eere.energy.gov/energy/eep_requirements.cfm).

15. LIMITATION OF LIABILITY (OCT 1999)

Except as otherwise provided by an express or implied warranty, the contractor will not be liable to the Laboratory for consequential damages resulting from any defect or deficiencies in accepted items.

16. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2010)

The contractor agrees to comply with the following FAR clauses, which are incorporated by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items.

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title X, Chapter 1 (41 U.S.C. 231 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 definitions of violation of the civil False Claims Act or of Federal criminal law shall be directed to the affidavit of the Subcontractor or Contractor, as the case may be, with a copy to the Contracting Officer.

(ii) 52.219-1, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(5) and (3), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $560,000 ($5,500,000 for construction of any public facility), the contractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]
17. OTHER COMPLIANCES (OCT 1999)
The contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

18. 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.

19. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
(a) Definition. As used in this clause—
“Energy-efficient product” means:
(1) A product that—
(i) Meets Department of Energy and Environmental Protection Agency criteria for the energy use of the product's category; or
(ii) Is in the upper 25 percent of energy efficiency in its particular product category, as determined by the Department of Energy’s Energy Efficiency and End Use Standards Program.
(b) Contractor shall ensure that energy-consuming products are energy efficient products set forth in paragraph (a), unless the requirement of this paragraph is otherwise preempted by a law, regulation, or other applicable Federal or non-Federal environmental protection law, code, ordinance, executive order, rule or regulation.
(c) The term “product” as used herein includes all products, components, or parts of products that are contained in or are an integral part of a product.
(d) The Contractor shall ensure that energy-consuming products comply with all applicable laws, rules, or regulations applicable to its performance under this contract.
(e) ENERGY STAR. The Contractor shall ensure that energy-consuming products designated for use in energy-consuming buildings and equipment, as well as energy-consuming products that are components of energy-consuming products identified for use in energy-consuming buildings and equipment, meet the ENERGY STAR criteria established by the Energy Star Program.
(f) Compliance. The Contractor shall ensure compliance with this clause for any energy-consuming products. The Contractor shall annually report to the Government the name, model number, and unit price for each energy-consuming product that is purchased, used, or supplied under this contract.

20. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)
(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, “prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either
(1) Radioactive materials,
(2) Nuclear reactor fuels, or
(3) Radioactive waste.
(b) The Contractor shall, upon receipt of notice under paragraph (a), take all necessary steps to identify the radioactive materials, provide the Laboratory with the necessary information to identify the radioactive materials, and take such other actions as are necessary to meet any requirements under the Atomic Energy Act, regulation, or policy.
(c) The Contractor shall comply with all applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to actions attributable to the Government.
(d) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government (with notice to the Laboratory) of the suit or action alleging liability for such performance and such notice shall have been given in a manner as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to
(i) An infringement resulting from compliance with specific written instructions of the Laboratory or the Government directing a change in the supplies to be delivered or in the manner of their use, or a change in the manner of performance of the contract or the use of materials meeting the criteria of paragraph (a) of this clause.
(ii) An infringement resulting from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
(iii) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

21. AUTHORIZATION AND CONSENT (DEC 2007)
The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described and covered by a United States patent or patent application, without the need for any additional consent or license, unless any such consent or license is expressly required in the structure or composition of any article the delivery of which is accepted by the Laboratory or the Government under this contract or by any subcontractor therewith.

22. PATENT INFRINGEMENT - SUPPLIES AND SERVICES (APR 1984)
(a) The Contractor shall indemnify the Laboratory, the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withdrawn from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property (hereinafter referred to as “construction work”) under this contract, or out of the use or disposal by or for the account of the Government or the Laboratory of such supplies, services, or construction work.
(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government (with notice to the Laboratory) of the suit or action alleging such infringement and such notice shall have been given in a manner as is afforded by applicable laws, rules, or regulations to participate in its defense.
(c) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, prior to the execution of any agreement for the delivery of supplies or performance of services or construction work under this contract, or prior to the furnishing of any supplies or construction work under this contract, of any supplies furnished or work or services performed that was made subsequent to delivery or performance.

23. REFUND OF ROYALTIES (AUG 2002)
(a) During performance of this Contract, if any royalties are proposed to be charged to the Laboratory or the Government as costs under this Contract, the Contractor agrees to submit for approval of the Government through the Laboratory, prior to the execution of any agreement for the delivery of supplies or performance of services or construction work under this contract, or prior to the furnishing of any supplies or construction work under this contract, of any supplies furnished or work or services performed that was made subsequent to delivery or performance.
(b) Royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.
(c) Royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.
(d) If a royalty is paid or required to be paid in connection with performing this Contract and subcontracts hereunder.
(e) If a royalty is paid or required to be paid in connection with performing this Contract and subcontracts hereunder.
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(h) If a royalty is paid or required to be paid in connection with performing this Contract and subcontracts hereunder.

24. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)
(a) The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.
(b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish the Government through the Laboratory, in writing, immediately after notice of such relief, all evidence and information in possession of the Contractor regarding such suit or claim.
(c) If any suit is brought against the Contractor as a result of such an action, the Contractor shall furnish such evidence and information to the Government as the Contractor may reasonably require.
(d) The Contractor agrees to include, and require inclusion of, this clause, including paragraph (b), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds $250,000.

25. SUBCONTRACTS FOR COMMERCIAL ITEMS (JUL 2013)
(a) Definitions. As used in this clause—
“Commercial item” means any item, including a commercial item, that is not a “commercial product” or “commercial service,” and that is not a “commercial product,” “commercial service,” “commercial item,” or “commercial product or service” as defined in Federal Acquisition Regulation 2.101.
(b) The term “subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
(c) The Contractor shall ensure that any subcontract is consistent with the laws, rules, or regulations to participate in its defense.
(d) The Contractor shall ensure that any subcontract is consistent with the laws, rules, or regulations to participate in its defense.
(e) The Contractor shall ensure that any subcontract is consistent with the laws, rules, or regulations to participate in its defense.
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(z) The Contractor shall ensure that any subcontract is consistent with the laws, rules, or regulations to participate in its defense.

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PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum 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 documentation from the small business subcontractor.

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

(c) The Contractor shall, in the case of this clause, include the following, in all subcontracts with small business concerns for the acquisition of commercial items:

(i) 52.247-64, Patent rights (June 2011)

(ii) 52.247-65, Preparations for Public Sales of Property (Feb 2011)

(iii) 52.247-3, Right to Use Non-Patent Literature in Subcontracting (Jan 2006)

(iv) 52.247-3, Patents, inventions, and masks used in subcontracts (May 2011)

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a))

(vi) 52.222-25, Affirmative Action for Workers with Disabilities (Oct 2010) (29 C.F.R. 327)

(vii) 52.222-18, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if a request for a formal hearing under the act is required prior to the expiration of the time limits under the act.

(viii) 52.227-7, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(c))

(ix) 52.227-6, Prohibition against Subcontracting with Foreign Principal (Feb 2009)

(x) 52.247-64, Patent rights (June 2011)

(x) 52.247-65, Preparations for Public Sales of Property (Feb 2011)

(xii) 52.247-3, Right to Use Non-Patent Literature in Subcontracting (Jan 2006)

(xiii) 52.247-3, Patents, inventions, and masks used in subcontracts (May 2011)

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(xix) 52.247-3, Patents, inventions, and masks used in subcontracts (May 2011)

(xx) 52.247-3, Patents, inventions, and masks used in subcontracts (May 2011)

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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

28. 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 or re-export. The contractor shall not communicate or transfer any such information or technology to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by voice communication, through video workshops, or through computer networking is an export. If a foreign national observes equipment or owns a process, it may constitute an export of technical data. If, in significant detail, it is revealed. It is solely the contractor's obligation to obtain any export licenses, records the contractor's sharing of such information or technology, software, or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control laws 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.

29. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

In the event a Government or Laboratory vehicle (including Laboratory-rented vehicle) will be operated on an active roadway with the motor running, or for any other form of electronic data retrieval or electronic data communication. The term "motor vehicle" 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.

2.101); (b) Does not include a concessional or, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products.

(b) The Government suspends or debars Contractors to protect the Government's interests. Other than the subcontractor providing a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $30,000, other than a sub-subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Laboratory Procurement Representative, in writing, of any subcontract contract with a party (other than a contractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment by the Laboratory. The contractor shall not enter into any subcontract in excess of $30,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e), in all subcontractors approved (commercial items and data) that is debarred, suspended, or proposed for debarment by the Laboratory.

(f) Does not include an off-the-shelf item, if the subcontractor is not deemed to be small business or a foreign entity, if the subcontractor is not deemed to be small business or a foreign entity.

(g) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e), in all subcontractors approved (for a commercial vehicle), if the subcontractor is not deemed to be small business or a foreign entity.

(h) Includes a specific security plan is required to be submitted to the Foreign Visits and Assignments Office with the ANL-593 form requesting the visit by the Hosting Division. An indices minimum of 30 days for a sensitive assignment, 7 days for a non-sensitive country assignment or otherwise.

(i) The contractor must not be aware of the specific basis for the party’s debarment, suspension, or proposed debarment.

(j) The contractor must not be aware of the specific basis for the party’s debarment, suspension, or proposed debarment.

(k) The contractor must not be aware of the specific basis for the party’s debarment, suspension, or proposed debarment.
36. 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.

37. PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms, washrooms, restrooms, eating areas, drinking fountains, 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 restrooms or necessarily 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 employees to perform their services at any location under its control where segregated facilities are maintained or provided. Noncompliance with this clause will result in the termination of the contract.

(c) The contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(d) The Contractor shall provide all notices to employees about terms and conditions of employment, a link to the Department of Labor’s Web site that contains the full text of the poster, the link used for notices to employees about terms and conditions of employment, a link to the Department’s Web site, as referenced in (b)(3) of this section, must read, http://www.dol.gov/olms/regs/compliance/EO13496.htm ; or


Notices to employees about terms and conditions of employment, a link to the Department’s Web site, as referenced in (b)(3) of this section, must read, http://www.dol.gov/olms/regs/compliance/EO13496.htm ; or

38. EMPLOYMENT REPORTS VETERANS (SEP 2010)

This clause applies to all subcontracts with a value in excess of $100,000 unless exempted by rules, regulations, or orders of the Secretary of Labor.

(a) Defined as used in this clause, "Armed Forces service medal veteran," "disabled veteran," "other protected veteran," and "recently separated veteran," have the meanings given in the Equal Opportunity for Veterans clause 52.222-35.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as requested by the Secretary of Labor, on—

(1) The total number of employees in the Contractor’s workforce, by job category and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans.

(2) The total number of new employees hired during the period covered by the report, by category of veteran status and hiring location, who are disabled veterans, other protected veterans, Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled "Federal Contractor Veterans’ Employment Report (VETS-100A Report)."

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

39. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (OCT 2010)

Applies To Contracts That Exceed $10,000 In Value

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including places where employees gather or congregate, electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (e).

(b) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor’s plants and offices so that the notice is prominent and readily seen by employees who work there, that are covered by the National Labor Relations Act, that engage in activities relating to the performance of the contract.

(c) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used by employees for notices to employees at the workplace, a link to the Department of Labor’s Web site that contains the full text of the poster. The link to the Department of Labor’s Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employer." (OCT 2010)

2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where specified or as determined by the Contractor, so that the Contractor’s compliance with these standards is substantially the same as the requirements of any such voluntary consensus standard.

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 through staffing of the Technical Standards Group.

5. Provide participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (COA). [See Form DOE F 1300.2 (05/2010)].

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

42. SUSPECT COUNTERFEIT PARTS (DECEMBER 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 this contract shall be genuine, new and unused, and not 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, holding, riving, and lifting equipment; cranes; hoists; valves; pipe and fittings; various types of electronic components; electrical connectors; bushings; shims and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules.

The contractor shall also warrant that all such genuine, new and unused materials or items, shall 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 any such genuine, new and unused materials or items, and report such information or activities to cognizant Department of Energy officials.
**SUSPECT/COUNTERFEIT PART HEADMARK LIST**

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

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GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

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<td>KS</td>
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GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

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<td>Kosaka Kogyo (JP)</td>
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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)