APPENDIX A
ARGONNE TERMS AND CONDITIONS
(FOR COMMERCIAL ITEMS)

1. ACCEPTANCE (OCT 1999) ......................................................................................................................... 2
2. INSPECTION (OCT 1999)................................................................................................................................. 2
3. ASSIGNMENT (OCT 1999) ............................................................................................................................... 2
4. CHANGES (OCT 1999) ................................................................................................................................. 2
5. EXCUSABLE DELAYS (OCT 1999) ............................................................................................................. 2
6. PAYMENTS (FEB 2004) .................................................................................................................................. 2
7. BANKRUPTCY (JUL 1995) .......................................................................................................................... 2
8. RISK OF LOSS (OCT 1999) ....................................................................................................................... 2
9. TAXES (OCT 1999) ....................................................................................................................................... 2
10. TERMINATION FOR THE LABORATORY’S CONVENIENCE (OCT 1999) ........................................... 2
11. TERMINATION FOR CAUSE (OCT 1999) ................................................................................................. 2
12. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000 (MAY 2014) ......................................................................................................................... 2
13. TITLE (OCT 1999) ....................................................................................................................................... 2
14. WARRANTY OF SUPPLIES (OCT 2015) .................................................................................................. 2
15. WARRANTY OF SERVICES (MAY 2001) ................................................................................................. 2
16. BUY AMERICAN—SUPPLIES (MAY 2014) .......................................................................................... 3
17. LIMITATION OF LIABILITY (OCT 1999) ............................................................................................... 3
18. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2010) ......................................................................................................................... 3
19. OTHER COMPLIANCES (OCT 1999) ........................................................................................................ 3
20. ENVIRONMENTAL PROTECTION (OCT 1999) ....................................................................................... 3
21. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) ............................................................................ 3
22. AUTHORIZATION AND CONSENT (DEC 2007) ................................................................................... 3
23. PATENT INDEMNITY - SUPPLIES AND SERVICES (APR 1984) .................................................... 3
24. REFUND OF ROYALTIES (AUG 2002) .................................................................................................... 3
25. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002) ................................................................. 4
26. SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016) ................................................................ 4
27. UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014) .......................................................... 4
28. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (DEC2013) ......................................................................................................................... 4
29. LABORATORY SITE ACCESS AND /OR PARTICIPATION IN ACTIVITIES BY NON-U.S. NATIONALS (DEC 2004) ............................................................................................................................. 4
30. COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015) ......................... 4
31. EXPORT LICENSE AGREEMENT (AUG 2002) ...................................................................................... 5
32. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002) ......................................... 5
33. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000) ......................................................... 5
34. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) ......................................................... 5
35. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009) ..................................................... 5
36. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015) .......................................................................................................................... 5
37. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001) ........................................................... 5
38. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011) ................................................................................................................................. 5
39. INTEGRATION CLAUSE (OCT 1999) ....................................................................................................... 5
40. PROHIBITION OF SEGREGATED FACILITIES (APR 2015) ............................................................... 5
41. EQUAL OPPORTUNITY (APR 2015) ......................................................................................................... 6
42. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) .......................................... 6
43. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) ............................................................................. 6
44. EMPLOYMENT REPORTS VETERANS (FEB 2016) ................................................................................... 6
45. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) ................................................................................................................................. 6
46. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496: (APR2010) ........................................................................................................................... 7
47. TECHNICAL STANDARDS PROGRAM (FEB 2011) .................................................................................. 7
48. SUSPECT COUNTERFEIT PARTS (DECEMBER 2007) ........................................................................... 7
1. ACCEPTANCE (OCT 1999)
Acceptance of this Purchase Order or contract (hereinafter called the "contract") must be in accordance with the Terms and Conditions hereof, and any modification thereto, and any modification or variation which is not in accordance with the Terms and Conditions hereof shall have no force or effect. Performance by the contractor without an effective 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 or any of its suppliers shall be 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 contractor shall submit to the Laboratory invoices and transportation documents on which the United States will assume freight charges that were paid.

3. ASSIGNMENT (OCT 1999)
No assignment of the contract shall be valid until approved in writing by the Laboratory, except as expressly authorized in writing by the Laboratory; provided, that the assignment shall not violate the restrictions on the assignment of rights and duties under the Uniform Commercial Code at the time of the assignment. 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, strikes, fire, flood, wars, acts of terrorism, acts of government in its sovereign capacity, and to the extent of its contractual liability for the contractor except as expressly authorized in writing by the Laboratory; provided, that the assignment shall not violate the restrictions on the assignment of rights and duties under the Uniform Commercial Code at the time of the assignment. 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, strikes, fire, flood, wars, acts of terrorism, acts of government in its sovereign capacity, and to the extent of its contractual liability for

4. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000 (MAY 2014)
If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $15,000, and is subject to 41 U.S.C. chapter 69 , the following terms and conditions apply:

(a) All stipulations required by 41 U.S.C. chapter 65 and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-200.2). Learners, student learners, apprentices, and workers with disabilities may be employed at less than the prescribed minimum wage (see 41 CFR 50-200.3) to the extent that such employment is permitted under section 14 of the Fair Labor Standards Act (41 U.S.C. 650b).

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. Performance by the contractor shall be suspended and the contractor shall immediately stop all work hereunder and shall immediately cease and cause all of its employees and subcontractors to cease work. Subject to the terms of this contract, the contractor shall be paid a percentage of the contract amount reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the contractor can demonstrate to the satisfaction of the Laboratory which are necessary to complete the contractor's work. The contractor shall not 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 or to provide the Laboratory, upon request, with adequate assurances of future performance. In the event of termination for cause, the Laboratory shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Laboratory for any costs and expenses properly incurred by the Laboratory. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose.

12. CONTRACTS FOR MATERIALS, SUPPLIES, ARTICLES, AND EQUIPMENT EXCEEDING $15,000 (MAY 2014)
If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed $15,000, and is subject to 41 U.S.C. chapter 69 , the following terms and conditions apply:

(a) All stipulations required by 41 U.S.C. chapter 65 and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are, or may hereafter, be in effect.

(b) All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-200.2). Learners, student learners, apprentices, and workers with disabilities may be employed at less than the prescribed minimum wage (see 41 CFR 50-200.3) to the extent that such employment is permitted under section 14 of the Fair Labor Standards Act (41 U.S.C. 650b).

13. 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.

14. WARRANTY OF SUPPLIES (OCT 2015)
The contractor warrants that items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

15. WARRANTY OF SERVICES (MAY 2001)
(a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of another, ownership or responsibility for the existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Nonwithstanding any requirement for acceptance by the Laboratory or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the specifications of this contract. The Laboratory Procurement Official shall give written notice of any defect or nonconformance to the Contractor. The Laboratory Procurement Official shall be the specified person to be given the Contractor notice, within 30 days of the date from acceptance by the Laboratory, within 1000 hours of use by the Laboratory, or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time. This notice shall state whether either (1) that the Contractor shall correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.
16. BUY AMERICAN—SUPPLIES (MAY 2014)

(a) Definitions. As used in this clause—

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

(i) Means any item of supply (including construction material) that is—

(1) A commercial item (as defined in paragraph (1) of the definition of COTS at FAR 4.401; or

(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

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

(b) "Cost of components" means—

(1) For 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 tariff-free entry certificate is issued); or

(2) For 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 allocable overseas costs, but excluding profit.

(c) "Domestic end product" means—

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

(2) Any end product manufactured in the United States;

(i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determined are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic;

(2) end product is a COTS item.

(i) "End product" means those articles, materials, and supplies to be acquired under the contract for public use.

(2) "Foreign end product" means an end product other than a domestic end product.

(b) "U.S. 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 contractor is responsible for the Buy American Act provisions in its contracts with the Government.

(a) If the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory, or make an equitable adjustment in the contract price.

(b) If there has been no breach of contract regarding 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 that 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;

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

(c) Items, parts, or subassemblies which contain radioactive materials in which the specific activity of a radiotrace is greater than 0.01 microcurie per gram or activity per unit volume of 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) Notwithstanding the above, the Contractor may, at its cost, and with prior notification to the Government, procure additional radioactive materials meeting the criteria in paragraph (a) of this clause.

21. 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.

22. AUTHORIZATION AND CONSENT (DEC 2007)

The Government authorizes and consents to all use and manufacture, in performing this contract, of any license or invention described in the contract and covered by a United States patent (except a patent issued upon an application that is now or may hereafter be withdrew from issue pursuant to a Secretary of Defense 35 U.S.C. 131) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property hereafter 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 or construction work.

The Contractor shall indemnify and hold the Government harmless from and against any and all claims for damages, losses, or expenses, or any costs, liabilities, or expenses for personal injury, arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property. Components, materials, or equipment to be used for such construction work or as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause if, any, included in this contract or any other contract or subcontract (or in the case of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that are not made by the Government or any subcontractor for which the Government assumes liability for all other infringement to the extent of the authorization and consent herein granted above.

23. PATENT INDENMITY - 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 Secretary of Defense 35 U.S.C. 131) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property hereafter 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 or construction work.

(b) Any claim or suit for infringement based on a patent that is subsequently withdrawn may be brought by the Government or the Contractor as appropriate.

(c) The Contractor shall defend the Government against any suit for infringement of any United States patent arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property hereafter 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 or construction work.

The Contractor's obligation to defend the Government against any suit for infringement of any United States patent shall be determined by the following:

(a) If the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory, or make an equitable adjustment in the contract price.

(b) If there has been no breach of contract regarding 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 that 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;

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

(c) Items, parts, or subassemblies which contain radioactive materials in which the specific activity of a radiotrace is greater than 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) Notwithstanding the above, the Contractor may, at its cost, and with prior notification to the Government, procure additional radioactive materials meeting the criteria in paragraph (a) of this clause.

24. REFUND OF ROYALTIES (AUG 2002)

(a) During performance of this Contract, if any royalties are proposed to be charged to the Government or the Laboratory, the Contractor agrees to substitute for approval of the Government through the Laboratory, prior to the execution of any licence or agreement containing a provision relating to each separate item of royalty:

(1) Name and address of licensor;

(2) Patent numbers, patent application serial numbers, or other basis on which the rate is payable;

(3) Description, including any part or model numbers of each contract item or component on which the royalty is payable;

(4) Percentage or dollar rate of royalty per unit;

(5) Unit price of contract item;

(6) Number of units;

(7) Total dollar amount of royalties; and

(b) Royalties, by the Agency of the United States Government.

(c) If specifically requested by the Government through the Laboratory, the Contractor shall furnish a copy of any license agreement entered into prior to the effective date of this clause and an identification of the significant patents or other basis upon which royalties are payable.

(d) The Contractor shall furnish to the Government through the Laboratory, annually upon request, a statement of royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.
26. SUBCONTRACTS FOR COMMERCIAL ITEMS (FEB 2016)

(a) Definitions: As used in this clause—

"Commercial item" has the meaning contained in Federal Acquisition Regulation 2101.10.

"Subcontract" includes a sub-tier of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (OCT 2015) (FAR 4.802), if the subcontract exceeds $5,000,000, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the false Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1953 of Pub. L. 111-15), if the subcontract exceeds $5,000,000, and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the false Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(iii) 52.219-1, Use and Distribution of Small Business Concerns (Oct 2014) (15 U.S.C. 637(a)(1) and (3)), if the subcontract or subcontracts fund or support the use or distribution of small business concerns, including small business concerns that are subcontracted at any tier.

(iv) 52.219-5, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(a)), if the subcontract or subcontracts fund or support the use or distribution of small business concerns, including small business concerns that are subcontracted at any tier.

(v) 52.219-4, Utilization of Women-Owned Small Business Concerns (Oct 2014) (15 U.S.C. 637(a)(2)), if the subcontract or subcontracts fund or support the use or distribution of small business concerns that are women-owned small businesses.

(vi) 52.219-2, Utilization of Disadvantaged Business Concerns (Oct 2014) (15 U.S.C. 637(a)(2)), if the subcontract or subcontracts fund or support the use or distribution of small business concerns that are disadvantaged by reason of socioeconomic status.

(vii) 52.222-2, Prohibition of Segregated Facilities (Apr 2015).

(viii) 52.222-5, Prohibition of Apparent Disparity in Equipment Accountability (FAR 52.222-14) (E.O. 11246), if the subcontract or subcontracts exceed $5,000,000 and have a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the false Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ix) 52.222-6, Equal Opportunity for Veterans (FEB 2015) (38 U.S.C. 4212(a)).


(xi) 52.222-37, Employment Reports on Veterans (FEB 2015) (38 U.S.C. 4212(c)).

(xii) 52.222-4, Notice of Employee Rights Under the Federal Service Labor-Management Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (a) of FAR clause 52.222-4.

(b) (1) The Contractor shall include the following clauses in subcontracts for commercial items:

(i) 52.203-7, Combating Trafficking in Persons (MAR 2015).

(ii) 52.222-6, Minimum Wages Under Executive Order 13685 (Dec 2015).

(iii) 52.223-1, Determining and Reporting Service Funds Due the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 8 U.S.C. 789).

(iv) 52.222-12, Developing and Implementing a Plan for Small Business Utilization (Jul 2013).

(v) 52.227-2, Utilization of Small Business Concerns (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.227-2.

(vi) 52.247-44, Preference for Privately-Owned U.S.-Flag Commercial Vessels (FEB 2016) (46 U.S.C. App. 1241), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-44.

(vii) 52.222-37, Employment Reports on Veterans (FEB 2015) (38 U.S.C. 4212(c)).

(viii) 52.222-4, Notice of Employee Rights Under the Federal Service Labor-Management Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (a) of FAR clause 52.222-4.

(c) (1) The Contractor shall provide the following notices and information to the Government:

(i) The names and addresses of the Government personnel to whom each subcontractor should send the report required under this clause.

(ii) The period of any reporting required under this clause.

(iii) The type or types of subcontractor reports required under this clause.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded at any tier to small businesses.

27. UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2014)

(a) Definitions: As used in this contract:

"Small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Veteran-owned small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) The Contractor shall comply with all applicable U.S. export control laws and regulations.

(c) The Contractor shall cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor’s compliance with this clause.

(d) The Contractor shall provide the Small Business Administration with information, as may be reasonably necessary, to determine the extent of the Contractor’s compliance with this clause.

28. 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, prior to the dates when required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation. The requirement is to be flowed-down to all subcontractors at any tier.

(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 small business concerns for the acquisition of commercial items.

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

Site Access

Site access, including cyber access utilizing a Laboratory account, by all non-U.S. citizens must be reviewed and approved by the Laboratory Director or his designee. All access requests must be submitted to the Foreign ANL-593, U.S.-based and other non-U.S. citizens (for 30 days or less) or non-U.S. citizens (for more than 30 days) and are reviewed by the Laboratory Director or his designee. The Laboratory Director or his designee will provide justification supporting access and the ANL-593 form should be submitted as far in advance as possible (a minimum of 30 days in advance, and a maximum of 90 days in advance for one-time visits). Additional reviews can be accomplished, and a DOE indices check can be completed prior to approval. In such cases, a specific security plan is required to be submitted to the Foreign Visits and Assignments Office and the ANL-593 form should be completed and submitted. As an alternative, an indices check normally takes 30 days after completion of all required pre-clearance documents, but can take considerably longer (once obtained, an indices check is valid for two years). For visits or assignments involving a foreign national from a “Terrorist Supporting Country,” which currently includes Cuba, Iran, Libya, North Korea, Sudan, Syria, specific approval of the visits and assignments is required by the Secretary of Energy before approval of this request, if granted, may take up to one year after the initial approvals have been processed. The above timelines indicated are not contractual and the Contractor shall not constitute the basis for any equitable adjustment or claim to the contract price or performance/delivery period.

In writing to the Director/HUB, U.S. Small Business Administration, 403 3rd Street, SW., Washington, DC 20416;

(2) The SBA HUBZone Help Desk at hubzone@sba.gov.
31. 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. This includes deemed exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or workshops, or by direct access to computer networks, is a foreign national observation, examination or process, and may constitute an export of technical data, if significant details are revealed. It is 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, software or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify and hold the Department of Energy, UChicago 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 and foreign policy objectives, and with the nonproliferation of the work.Accordingly, the Laboratory will ensure that its employees undertake to further its research and technology development mission, consistent with 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 documents, transfer of U.S. computer software to foreign nations, technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country. Such considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies.

Prior to travel, verify that the technology, information, and/or commodities fall into one 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 to determine if a license is required prior to export. To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to your trip, presentations and discussions must be limited to only those topics that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled technology or technologies unless they take place in public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

33. WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)

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

34. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 826 of the Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908

(b) The Contractor shall inform its employees in writing, in the predominant language of the workplace, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 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.

35. 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 from the National Institute of Standards and Technology website at http://checklists.nist.gov.

36. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(a) Definition. “Commercially available off-the-shelf (COTS) item, as used in this clause—

1. Means any item of supply (including construction material) that is
   (i) A commercially available off-the-shelf item (as defined in paragraph (1) of the definition in FAR 2.101)
   (ii) Sold in substantial quantities in the commercial marketplace; and
   (iii) Offered to the Government, under a contract or subcontract at any tier, protecting the Government’s interests when dealing with such subcontractor in view of the specific basis for the party’s debarment, suspension, or proposed debarment.

37. VEHICLE LIABILITY INSURANCE COVERAGE (AUGUST 2001)

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

38. ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

(a) Definitions. As used in this clause—

1. Driving—
   (i) 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 other reason.
   (ii) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.
   “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, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location where it is safe and legal to park.

2. Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall insert or have inserted the requirements of this clause, including this paragraph (e) of the subcontract.

3. The Contractor is encouraged to—

1. Adopt and enforce policies that ban text messaging while driving—
   (i) Company-owned or -rented vehicles or Government-owned vehicles;
   (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

2. Conduct initiatives in a manner commensurate with the size of the business, such as—
   (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving;
   (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving;
   (iii) Establishing policies that extend to contractors.

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

39. INTEGRATION CLAUSE (OCT 1999)

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

40. PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

(a) Definitions. As used in this clause—
41. EQUAL OPPORTUNITY (APR 2015)

(a) Definitions. As used in this clause-

(i) "Employment" includes or may include recruiting, advertising, job placement, hiring, orientation, discipline, performance appraisal, promotion, discharge, layoff, recall, transfer, compensation, benefits, and other terms and conditions of employment.

(ii) "Equal Employment Opportunity (EEO)" includes, but is not limited to—

(1) color, race, religion, sex, sexual orientation, gender identity, or national origin;

(2) age (except as authorized by 41 CFR 60-1.5(a));

(3) disability conditioned on the basis of public policy to require the employment of an individual who is a person with a disability if the individual meets the requirements for the job in question; or

(4) status as a protected veteran or medical or sanitation benefit.

(iii) "Employment activity report" means the report required by paragraphs (b)(2) and (b)(3) of this clause.

(iv) "Protected veteran" means a veteran of the United States Armed Forces.

(v) "Recent separated veteran" means a person who, within the 12-month period preceding the ending date selected for the report, served in the Armed Forces,

(vi) "Veteran" means a person who had served on active duty for not less than 90 days in the United States Armed Forces, or who served during a war or in the Armed Forces during a period of conflict as defined in section 301 of title 38, United States Code, or the Armed Forces in a war or conflict for which a war medal was awarded.

(vii) "Veterans' Employment Report" means the report required by Executive Order 11246, as amended, and by the rules, regulations, and standards of the Secretary of Labor. The report is due; or

(viii) "Veterans' Employment Report" means the report required by Executive Order 11246, as amended, and by the rules, regulations, and standards of the Secretary of Labor. The report is due; or

(v) "Veterans' Employment Report" means the report required by Executive Order 11246, as amended, and by the rules, regulations, and standards of the Secretary of Labor. The report is due; or

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor.

(c) The Contractor shall include this clause in each subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor.

42. EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JULY 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against any handicapped person on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of $15,000 unless exempted by rules, regulations, or orders of the Secretary of Labor that such action is not required.

(c) The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the United States Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

43. EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

(a) Definitions. As used in this clause, "active duty wartime or campaign badge veteran," " Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran" have the meanings given in FAR 21.5701.

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

(i) The total number of employees in the Contractor's workforce, by job category and full-time equivalent, who are veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans;

(ii) The total number of employees in the Contractor's workforce, by job category and full-time equivalent, who are veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans;

(iii) The number of total employees in the Contractor's workforce, by job category and full-time equivalent, who are veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans;


(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date.

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status must be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall report the number of employees in subcontracts in excess of $150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

(h) The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

45. NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

(a) Applies To Contracts That Exceed $10,000 In Value

(b) 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 Acts engage in activities relating to the performance of the contract, including all places where employees are employed and any place where they are employed both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and 21 CFR 471.2(d).

(c) 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 the employees who are covered by the national Labor Relations Acts and act and engage in activities related to the performance of the contact.

(d) The Concurrently Stereo发出, post an employee notice electronically to employees, 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 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 to the Department of Labor's Web site as referenced in 21 CFR 471.2(d) of this section, read "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(e) This required employee notice, printed by the Department of Labor, may be—
(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5629, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-management Standards Web site at http://www.dol.gov/olms/regs/compliance/EO13496.htm; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR Part 4.71 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) 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.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

46. NOTIFICATION OF EMPLOYEE RIGHTS UNDER FEDERAL LABOR LAWS - EXECUTIVE ORDER 13496 - (APR2010)

(APPLIES TO CONTRACTS EQUAL TO OR GREATER THAN $10,000)

Federal contractors and subcontractors are required to inform employees of their rights under the National Labor Relations Act (NLRA), the primary law governing relations between unions and employers in the private sector. See 29 CFR Part 471. The notice, prescribed in the Department of Labor's regulations, informs employees of Federal contractors and subcontractors of their rights under the NLRA to organize and bargain collectively with their employers and to engage in other protected concerted activity. Additionally, the notice provides examples of illegal conduct by employers in the private sector. See 29 CFR Part 471 subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds $10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

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(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

47. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

1. In the performance of this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:

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

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

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

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

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

48. 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 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, 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:

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image" alt="Headmark" /></td>
<td><img src="image" alt="Headmark" /></td>
</tr>
</tbody>
</table>

Grade 5 fasteners with the following manufacturers' headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>J</td>
<td>Jinn Her (TW*)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<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>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>M</td>
<td>Minamida Sinyo (JP)</td>
</tr>
</tbody>
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<table>
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<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
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<tbody>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
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<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
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<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
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Hollow Triangle (Greater than 1/2-inch diameter)

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

Grade 8.2 fastener with the following headmark:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</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 Type 1</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS Type 2</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A325 KS Type 3</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