## APPENDIX A

### ARGONNE TERMS AND CONDITIONS

FOREIGN CONCERNS – PERFORMANCE OUTSIDE THE U.S.

**(For Fixed Price Contracts)**

<table>
<thead>
<tr>
<th>Clause</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Covenant Against Contingent Fees (May 2014)</td>
<td>1</td>
</tr>
<tr>
<td>2. Rights To Proposal Data (May 2001)</td>
<td>1</td>
</tr>
<tr>
<td>3. Notice Of Radioactive Materials (Jan 1997)</td>
<td>1</td>
</tr>
<tr>
<td>4. Preference For U.S. Flag Air Carriers (Jun 2003)</td>
<td>1</td>
</tr>
<tr>
<td>5. Preference For Privately Owned U.S. – Flag Commercial Vessels (Feb 2006)</td>
<td>1</td>
</tr>
<tr>
<td>6. Applicable Law (Oct 1999)</td>
<td>1</td>
</tr>
<tr>
<td>7. Notice To The Laboratory Of Labor Disputes (Oct 1999)</td>
<td>1</td>
</tr>
<tr>
<td>8. Reports (Oct 1999)</td>
<td>1</td>
</tr>
<tr>
<td>9. Subcontractor Cost Or Pricing Data (Oct 2010)</td>
<td>1</td>
</tr>
<tr>
<td>10. Subcontractor Cost Or Pricing Data—Modifications (Oct 2010)</td>
<td>1</td>
</tr>
<tr>
<td>11. Price Reduction For Defective Certified Cost Or Pricing Data (Oct 2010)</td>
<td>2</td>
</tr>
<tr>
<td>12. Price Reduction For Defective Certified Cost Or Pricing Data—Modifications (Oct 2010)</td>
<td>2</td>
</tr>
<tr>
<td>14. Extras (Oct 1999)</td>
<td>2</td>
</tr>
<tr>
<td>15. Warranty Of Supplies (Jun 2014)</td>
<td>2</td>
</tr>
<tr>
<td>16. Responsibility For Supplies (Oct 1999)</td>
<td>3</td>
</tr>
<tr>
<td>17. Inspection Of Supplies—Fixed-Price (Oct 1999)</td>
<td>3</td>
</tr>
<tr>
<td>18. Permits Or Licenses (Oct 1999)</td>
<td>3</td>
</tr>
<tr>
<td>19. Assignment And Subcontracting (Oct 1999)</td>
<td>3</td>
</tr>
<tr>
<td>20. Information Technology Acquisitions (March 2009)</td>
<td>3</td>
</tr>
<tr>
<td>21. Property (Jan 2013)</td>
<td>3</td>
</tr>
<tr>
<td>22. Key Personnel (Oct 1999)</td>
<td>4</td>
</tr>
<tr>
<td>23. Integrity Of Unit Prices (Oct 2010)</td>
<td>4</td>
</tr>
<tr>
<td>24. Taxes Foreign Fixed Price Contract (Jun 2003)</td>
<td>4</td>
</tr>
<tr>
<td>25. Inconsistency Between English Version And Translation Of Agreement (Feb 2000)</td>
<td>4</td>
</tr>
<tr>
<td>26. Termination For Convenience Of The Laboratory (Oct 1999)</td>
<td>4</td>
</tr>
<tr>
<td>27. Default (Oct 1999)</td>
<td>4</td>
</tr>
<tr>
<td>28. Anti-Kickback Procedures (May 2014)</td>
<td>4</td>
</tr>
<tr>
<td>29. Restriction On Certain Foreign Purchases (Jun 2008)</td>
<td>5</td>
</tr>
<tr>
<td>30. Restrictions On Subcontractor Sales To The Government (Sep 2006) — Applicable To Contracts Which Exceed $100,000</td>
<td>5</td>
</tr>
<tr>
<td>31. Payments (Feb 2004)</td>
<td>5</td>
</tr>
<tr>
<td>32. Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)</td>
<td>5</td>
</tr>
<tr>
<td>33. Bankruptcy (Jul 1995)</td>
<td>6</td>
</tr>
<tr>
<td>34. Combating Trafficking In Persons (Mar 2015)</td>
<td>6</td>
</tr>
<tr>
<td>35. Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (Aug 2013)</td>
<td>7</td>
</tr>
<tr>
<td>36. Research Misconduct (Jul 2005)</td>
<td>7</td>
</tr>
<tr>
<td>38. Export Control Information For Foreign Travel (Nov 2002)</td>
<td>8</td>
</tr>
<tr>
<td>39. Conflicts Of Documentation (May 2001)</td>
<td>8</td>
</tr>
<tr>
<td>40. Limitations Period (May 2001)</td>
<td>8</td>
</tr>
<tr>
<td>41. Integration Clause (May 2001)</td>
<td>8</td>
</tr>
<tr>
<td>42. Technical Standards Program (Feb 2011)</td>
<td>8</td>
</tr>
<tr>
<td>43. Suspect Counterfeit Parts (Dec 2007)</td>
<td>8</td>
</tr>
</tbody>
</table>
4. COVENANT AGAINST CONTINGENT FEES (MAY 2014)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agent. For breach or violation of this warranty, the Government shall have the right, if and to the extent of any such breach or violation, to deduct the amount involved from any sums otherwise due the Contractor or to seek any other remedy, whether criminal, civil, or equitable, at law or in equity, at the Contractor’s cost, and to subject the Contractor to any other penalty or liability imposed by any applicable law.

(b) Any provision, written or oral, by the Contractor or any person acting on behalf of the Contractor, which purports to create a contingent fee, commission, or brokerage in connection with the contract, the letdowns thereof, or the performance of the contract is hereby declared to be void and unenforceable.

5. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designer, in writing, twenty-four (24) hours prior to the delivery of, or prior to completion of any servicing required by this contract, of the specific radioactive materials to be handled or transported, and shall, at the time of notification, or within twenty-four (24) hours after delivery or servicing, specify in detail:

1. The radioactive material, by any appropriate criterion for specific activity,

2. The specific activity,

3. The amount (by weight, activity, or volume) contained in the materials,

4. The location, including name and address, of the place of origin or the distribution point, and

5. The location, including name and address, of the place of destination.

(b) In cases of emergency, the Contractor shall notify the Laboratory Procurement Representative immediately by telephone, and shall submit a written report within twenty-four (24) hours.

(c) The Contractor shall retain complete records of all materials above the minimum specific activity levels for two years after completion of the work and submit copies of these records to the Laboratory at the time of contract expiration or termination.

6. APPLICATION LAW (OCT 1999)

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

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

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

(b) The contractor shall not agree to settle any labor dispute involving the contractor, any subcontractor, or anyone who is subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts or contracts through improper influence.

(c) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e).

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e).

(e) The requirement in paragraph (d) above does not apply to:

1. Cargo-carrying vessels which are covered by an agreement or by specific identification in writing, in accordance with FAR 15.408, Table 15-2 (to include the number of days required in advance of delivery of, or prior to completion of any servicing required by this contract of, the material to be handled or transported).

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

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

(b) The contractor shall not agree to settle any labor dispute involving the contractor, any subcontractor, or anyone who is subject to the contractor’s supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts or contracts through improper influence.

(c) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e).

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts or purchase orders under this contract, except those described in paragraph (e).

(e) The requirement in paragraph (d) above does not apply to:

1. Cargo-carrying vessels which are covered by an agreement or by specific identification in writing, in accordance with FAR 15.408, Table 15-2 (to include the number of days required in advance of delivery of, or prior to completion of any servicing required by this contract of, the material to be handled or transported).

8. REPORTS (OCT 1999)

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

9. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit certified cost or pricing data (actually or by specific identification in writing), in accordance with FAR 15.408, Table 15-2 (to include any information reasonably required to explain the subcontractor's estimating process such as the contractor's estimating method and the mathematical or other methods used in the estimate, including those used in projecting from known data, and the nature and amount of any contingencies included in the estimate), unless an exception under FAR 15.403-1 applies.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.407-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, correct, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In no event shall a subcontractor be charged with any portion of the cost of items costing over FAR 15.403-1, and the Contractor shall not be liable for any such charge.

10. SUBCONTRACTOR COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

(a) The requirements of paragraphs (b) and (c) of this clause shall—
(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, and
(2) Be limited to such modifications.

(b) Before awarding any subcontract under contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall notify the appropriate Laboratory Procurement Official by written order. In the absence of such written order, the contractor shall not be required to include any changes in the data furnished in any subsequent contract.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-1 that, to the best of the Contractor’s knowledge and belief, the data furnished in response to the Laboratoy’s request for the data, or furnished in response to paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the price of the subcontract or modification.

(d) The Contractor shall insert the language of this paragraph (d) into each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

11. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; or

(2) A subcontractor or prospective subcontractor furnished the Contractor certified cost or pricing data that were not complete, accurate, and current as certified in the Contractor’s Certificate of Current Cost or Pricing Data; or

(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) If any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which the amount would not have increased in the amount to be offset even if the available facts showed that the data furnished by the party in question were complete, accurate, and current as of the date of agreement on the price of the subcontract or modification.

(c) The contractor must submit a proposal for adjustment (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. The proposal shall include the facts and the facts shall be allowed against the amount of a contract price reduction if—

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, and
(2) Be limited to such modifications.

(d) If the proposal is not submitted within 30 days of receipt of the written order, the Awarding Laboratory shall be entitled to prescribe the amount of the price or cost reduction.

11. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; or

(b) Before awarding any subcontract under contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall notify the appropriate Laboratory Procurement Official by written order. In the absence of such written order, the contractor shall not be required to include any changes in the data furnished in any subsequent contract.

(e) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-1 that, to the best of the Contractor’s knowledge and belief, the data furnished in response to the Laboratoy’s request for the data, or furnished in response to paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the price of the subcontract or modification.

(f) The Contractor shall insert the language of this paragraph (d) into each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

11. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; or

(b) Before awarding any subcontract under contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall notify the appropriate Laboratory Procurement Official by written order. In the absence of such written order, the contractor shall not be required to include any changes in the data furnished in any subsequent contract.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-1 that, to the best of the Contractor’s knowledge and belief, the data furnished in response to the Laboratoy’s request for the data, or furnished in response to paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the price of the subcontract or modification.

(d) The Contractor shall insert the language of this paragraph (d) into each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

11. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (OCT 2010)

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—

(1) The Contractor or a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; or

(b) Before awarding any subcontract under contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall notify the appropriate Laboratory Procurement Official by written order. In the absence of such written order, the contractor shall not be required to include any changes in the data furnished in any subsequent contract.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-1 that, to the best of the Contractor’s knowledge and belief, the data furnished in response to the Laboratoy’s request for the data, or furnished in response to paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the price of the subcontract or modification.

(d) The Contractor shall insert the language of this paragraph (d) into each subcontract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.
16. RESPONSIBILITY FOR SUPPLIES (OCT 1999)

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

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

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

(2) Acceptance of the supplies by the Laboratory at the designated destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(Paragraph (b) above shall not apply to supplies that fail to conform to contract requirements as to giving any right of rejection. A right of loss or damage to such nonconforming supplies remains with the contractor until such time as the contractor can demonstrate that the contractor has tendered the supplies to a commercial carrier for delivery to the Laboratory or has accepted the supplies for a transfer to the Laboratory at the designated destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (b) above shall apply to the cost of supplies that fail to conform to contract requirements as to giving any right of rejection. Rejection of acceptable supplies, if any, shall be in accordance with the contract.

17. INSPECTION OF SUPPLIES--FIXED-PRICE (OCT 1999)

Definition. “Supplies,” as used in this clause, includes but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.

The contractor shall provide and maintain an inspection system acceptable to the Laboratory covering the supplies referenced in the contract. The Laboratory has the right to inspect the contractor of notice of defects or nonconformance, to repay such portion of the contract as

Portion of the contract price. As part of the system, the Laboratory shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the Laboratory during contract performance and for as long thereafter as the contract requires. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered.

The Laboratory shall have the right to perform reviews and evaluations as necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

The Laboratory has the right to inspect and test all supplies called for by the contract, at any time, at the contractor’s expense and to discern the condition of the supplies. If, in the course of the inspection, the Laboratory finds any nonconformities, the contractor shall correct them at his own expense without delay. The Laboratory assumes no contractual obligation to accept the materials as delivered. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.
(1) Property Management System.
(i) The Contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, and maintenance, rent, sale, conservation, preservation, and disposition of Government property in its possession under the contract. The Contractor’s property management system shall be approved by the Laboratory Procurement Official. Approval shall be maintained and administered in accordance with sound business practices, applicable Federal Property Management Regulations and Department of Energy Property Management Directives, and the required instructions which the Contracting Officer may from time to time prescribe.
(ii) In order for a property management system to be approved, it must provide for—
(a) Comprehensive coverage of property from the requirement identification, through its life cycle, to final disposition;
(b) Complete identification of the property covered by the system;
(c) Full integration with the Contractor’s other administrative and financial systems; and
(d) A method for continuously improving property management practices through the identification of best practices established by “best in class” performance programs.
(iii) Approval of the Contractor’s property management system shall be contingent upon the completion of the baseline inventory as provided in subparagraph (ii) of this clause.

(2) Property Inventory.
(i) Unless otherwise directed by the Laboratory Procurement Official, the Contractor shall maintain an inventory containing all property acquired, constructed, or produced for the Government, and the Contractor agrees to prepare a joint reconciliation of the property inventory at the completion of this contract.
(ii) This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.

(l) the term “contractor’s managerial personnel” as used in this clause means the Contractor’s directors, officers and any of its managers, supervisory employees or other equivalent representatives who have supervision or direction of—
(1) All or substantially all of the Contractor’s business; or
(2) All or substantially all of the Contractor’s operations at any one facility or separate location to which this contract is being performed; or
(3) A separate and complete major industrial operation in connection with the performance of this contract; or
(4) A separate and complete major construction, alteration, or repair operation in connection with performance of this contract; or
(5) A separate and discrete major task or operation in connection with the performance of this contract.

The Contractor shall include this clause in all cost reimbursable subcontracts.

22. KEY PERSONNEL (OCT 1999)

The contractor shall furnish a list of project personnel to the Laboratory for approval and the contractor agrees to assign such employees or persons to the performance of the work under this contract and shall not reassign or remove any of them without the consent of the Laboratory. Whenever, for any reason, one or more of the aforementioned employees shall become unavailable for assignment under this contract, the contractor shall, with the approval of the Laboratory, replace such employee with an employee of substantially equal abilities and qualifications.

23. INTEGRITY OF UNIT PRICES (CIT 2010)

This clause applies to all subcontracts that exceed $500,000

(a) Any proposal submitted for the negotiation of prices for items of supplies shall distribute costs within contracts on a basis that is reasonably proportional to the effort and responsibility incident to the items of supplies, or major construction or architect-engineer services in proportion to the effort and responsibility incident to the items of supplies, major construction or architect-engineer services, or the effort and responsibility incident to the items of supplies, or major construction or architect-engineer services, and provides a fair and equal distribution of costs among the items of supplies, or major construction or architect-engineer services.

(b) Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or other equivalent representative of the Prime Contractor who have supervision or direction of—
(1) Property Management System.

(d) DEFAULT (OCT 1999)

The contractor shall immediately stop all work hereunder and shall not enter upon any new work hereunder or commence such work, except under the direction and approval of the Contracting Officer.

The contractor shall be liable to the Government for any excess costs for failure to perform arising from the default, negligence, or fault of the contractor.

Subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable costs and expenses of terminating the contractor’s work, and the contractor shall not be required to comply with the term of this contract that is no longer in effect. (The paragraph does not provide for any tax performance of work incurred which reasonably could have been avoided.

27. DEFAULT (OCT 1999)

(a) (1) The Laboratory may, subject to paragraphs (c) and (d) below, by written notice of default to the contractor, terminate this contract in whole or in part if the contractor fails to—
(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
(ii) Make progress, so as to endanger performance of this contract (but see subparagraph (c)(2) below);
(iii) Terminate, or make progress, so as to endanger performance of this contract (but see subparagraph (c)(2) below); or
(iv) Perform any of the other provisions of this contract (but see subparagraph (c)(2) below).

(2) The Laboratory’s right to terminate this contract under subdivisions (1)(ii) and (1)(iv) above, may be exercised if the contractor does not cure such failure within 10 days (or more if authorized in writing by the Laboratory) after receipt of the notice from the Laboratory specifying the failure.

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

(c) For default of sub contractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) the acts of Government in either its sovereign or contractual capacity, (3) fires, floods, storms, ice storms, hail, earthquakes, strikes, (4) freight embargoes, and (5) unusual or severe weather. In each instance the failure to perform must be beyond the reasonable control of the contractor and not caused by the contractor’s fault or negligence.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for those supplies or services. However, the contractor shall continue the work not terminated.

(e) If the contract is terminated for default, the Laboratory may require the contractor to transfer title and deliver to the Laboratory, as directed by the Laboratory, any
(1) completed supplies or materials, parts, tools, dies, fixtures, plans, designs, instructions, methods of manufacturing or construction “manufacturing or construction materials” in this clause) that the contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Laboratory, the contractor shall account for all uncompleted work, and the Government or the contractor’s equipment, materials, or services of any kind.

(f) If, after termination, it is determined that the contractor was not in default or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had not occurred.

(g) The rights and remedies of the Laboratory in this clause are in addition to any other rights and remedies provided by law or under this contract.

28. ANTI-KICKBACK PROCEDURES (MAY 2014)

(a) Definitions.
"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, or other thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor employee, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract that provides for the performance of the bulk of the labor, materials, or services of the Government or of the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the United States or the United States Government, or who has entered into a prime contract with any person who has entered into a prime contract with the United States or the United States Government.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting
(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

[36x324]PAYMENTS (FEB 2004)

RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(b) 41 U.S.C. chapter 87, Kickbacks, prohibits any person from—

(ii) Any reasonable payment to a person, other than an officer or employee of a

(c) Exceptions. The prohibition in paragraph (b) of this clause does not apply under the following

(1) The term appropriated funds does not include profit or fee from a covered Federal

(4) An individual who is a member of a Federal advisory committee, as defined by the

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies

(1) An individual who is appointed to a position in the Government under Title 5, United

(2) Contractors shall only submit for audit those bills of lading with freight shipment charges

(2) The Contractor shall notify the Contracting Officer when the monies are

(5) The Contractor agrees to incorporate the substance of this clause, including paragraph

(1) The Contractor or a higher tier subcontractor.

(2) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting

(1) Property shall mean all tangible personal property as identified in Argonne Form

31. 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 payment, 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.

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

(1) Property shall mean all tangible personal property as identified in Argonne Form

(1) The Contractor shall submit to the address identified below, for prepayment audit

(c) Subcontracts

(3) Contractors shall submit the above referenced transportation documents with

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting

(b) The Contractor or a higher tier subcontractor.

(3) Contractors shall submit the above referenced transportation documents with

"Subcontract," as used in this clause, means a contract or contractual action entered into by a
Prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment,
or services of any kind under a prime contract.

"Subcontractor," as used in this clause, means any person, other than the prime Contractor,
who offers to furnish or supplies any material, services, equipment, or supplies of any kind under
a subcontract or a subcontracted portion of the prime contract in connection with such subcontract and
(2) includes any person who offers to furnish or supplies general supplies to the prime
Contractor or a higher tier subcontractor.

Subcontractor employee," as used in this clause, means any officer, partner, employee,
or agent of a subcontractor.

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of
the Treasury, the Contractor shall not acquire, for use in the performance of this contract,
any item or process (including computer software) made or furnished by the subcontractor under
(a) Except as authorized by OFAC, any transactions involving Cuba, and Sudan shall be prohibited
and the most important oil exporting nations, into the United States or its outlying areas.

(1) Payment, settlement, and discount rules.
33. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy: whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the cognizant Federal Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all suppliers and subcontractors that violated the definition of a subcontract of the calendar quarter in which a change occurs, submit to the Contracting Officer within 30 days an updated disclosure using OMB Standard Form LLL.

34. COMBATTING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means-

(1) Threats of serious harm to or physical restraint against any person;
(2) Use of involuntary servitude, peonage, debt bondage, or slavery.

(ii) Sexual trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person subjected to the act was not at the time of the act at least 18 years of age and has not consented by force, fraud, or coercion.

(iii) Using sex trafficking in furtherance of a commercial enterprise, or other enterprise, to produce or sell a controlled substance.

(iv) Rent or receive a service for the purpose of engaging in sex trafficking of persons.

(b) Subcontracts.

...
(2) The requirement for full cooperation does not foreclose any Contractor rights arising in
law, the FAR, or the terms of the contract. It does not:

(i) Require the Contractor to waive its attorney-client privilege or the protections
provided by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor,
including a sole proprietor, to waive his or her attorney client privilege or Fifth
Amendment rights;

(iii) Require the Contractor from:

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a
potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired
outside the United States, or services to be performed outside the United States;

(ii) Has an estimated value that exceeds $500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract
that is:

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government,
including the number of non-United States citizens expected to be employed and
the risk that the contract or subcontract will involve services or supplies
that are not susceptible to trafficking in persons.

(3) Minimum requirements.

(a) The contractor shall require each proposed subcontractor whose subcontract will exceed

(i) Minimum requirements. The compliance plan must include, at a minimum, the following:

(1) A housing plan, if the Contractor or subcontractor intends to provide or arrange
housing, that ensures the housing meets host-country housing and safety
standards.

(2) Procedures to prevent agents and subcontractors at any tier and at any dollar
value from engaging in trafficking in persons (including activities in paragraph (b)
of this clause) and to monitor, detect, and terminate any agent, subcontractor, or
subcontractor employees that have engaged in such activities.

(3) A recruitment and wage plan that only permits the use of recruitment companies,
with trained employees, prohibits charging recruitment fees to the employee, and
ensures that wages meet host-country legal requirements or explains any variance.

(b) The Contractor shall require submission prior to the award of the subcontract
that-

(i) An awareness program to inform contractor employees about the Government’s
policy prohibiting trafficking-related activities described in paragraph (b) of
this clause, the activities prohibited, and the actions that will be taken against the employee for violations.

(ii) The Contractor shall maintain a compliance plan during the performance of the contract.

(iii) A recruitment and wage plan that only permits the use of recruitment companies,
with trained employees, prohibits charging recruitment fees to the employee, and
ensures that wages meet host-country legal requirements or explains any variance.

(iii) The Contractor shall provide the compliance plan to the Contracting Officer upon
request.

(i) The Contractor shall post the relevant contents of the compliance plan, no later
than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter
into the subcontract. Unless this is a contract for the acquisition of commercial items, the Contractor
shall include the requirements of this clause, including this paragraph (e) (properly
modified for the identification of the parties), in each subcontract that:

(1) Exceeds $300,000 in value; and

(2) Is not a subcontract for commercially available off-the-shelf items.

36. RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant
to this contract award including the prevention, detection, and remediation of research misconduct
as defined by this clause. The term research misconduct includes a finding of prior
adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the Laboratory Procurement Official (LPO), the contractor
must conduct an inquiry into any allegation of research misconduct. If the contractor determines
that there is sufficient evidence to proceed to an investigation, it must notify the contracting officer
and federal agency involved.

(1) Conduct an investigation to develop a complete factual record and an examination
of such record leading to either a finding of research misconduct and an identification
of appropriate remedies or a determination that no further action is warranted.

(b) If the investigation leads to a finding of research misconduct, conduct an adjudication
by a responsible official who was not involved in the inquiry or investigation and is
sufficiently experienced to conduct a fair and objective investigation.

(c) The adjudication must include a review of the investigation record and, as warranted, a
determination of the appropriate remedies.

(d) Inform the LPO if an initial inquiry supports a formal investigation and, if requested by
the contracting officer, of the LPO information regarding the results of the investigation and
any subsequent adjudication.

(e) The contractor is responsible for maintaining the integrity of research performed pursuant
to this contract award including the prevention, detection, and remediation of research misconduct
as defined by this clause. The term research misconduct includes a finding of prior
adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(f) The contractor is responsible for maintaining the integrity of research performed pursuant
to this contract award including the prevention, detection, and remediation of research misconduct
as defined by this clause. The term research misconduct includes a finding of prior
adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(g) The contractor is responsible for maintaining the integrity of research performed pursuant
to this contract award including the prevention, detection, and remediation of research misconduct
as defined by this clause. The term research misconduct includes a finding of prior
adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(h) The contractor is responsible for maintaining the integrity of research performed pursuant
to this contract award including the prevention, detection, and remediation of research misconduct
as defined by this clause. The term research misconduct includes a finding of prior
adjudication of allegations of research misconduct in accordance with the requirements of this clause.
and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating, or investigating, and reporting allegations of research misconduct; and that it will comply with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.

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

37. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and 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 so-called `export㎏export of technical data 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 through computer networking is an export. If a foreign national observes equipment or a process, it 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.

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

An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies.

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

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

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne 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 items or technologies unless they are in the public domain. Further elaboration, or additional details, may be considered an export of technologies and need an export license prior to release.

39. CONFLICTS OF DOCUMENTATION (MAY 2001)

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in the article entitled, “Applicable Documentation”, which can be reasonably ascertained by the contractor shall be immediately submitted to the laboratory for its written decision. Any work undertaken by the contractor without such decision shall be at the contractor’s own risk.

40. LIMITATIONS PERIOD (MAY 2001)

Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be identified in writing to the Laboratory Procurement Official. Such written notification must be received by the Laboratory Procurement Official within two (2) years (unless an earlier period is stated elsewhere in the contract) after the completion of work under the contract or after the cause of action has arisen, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

41. INTEGRATION CLAUSE (MAY 2001)

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

42. TECHNICAL STANDARDS PROGRAM (FEB 2011)

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

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

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

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

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

5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (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.

43. SUSPECT COUNTERFEIT PARTS (DEC 2007)

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

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

### 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>
</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>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Sinyo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow</td>
<td>Infasco (CA, TW, JP, and YU) (Greater than 1/2-inch diameter)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</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>
<tr>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyoei Mfg. (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unytite (JP)</td>
</tr>
</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 (BENNITT DENVER TARGET ONLY) with the following headmarks:

<table>
<thead>
<tr>
<th>Type</th>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>2</td>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>3</td>
<td>A325 KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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