# APPENDIX A
## ARGONNE TERMS AND CONDITIONS
### FOREIGN CONCERNS – PERFORMANCE OUTSIDE THE U.S.

*(For Fixed Price Contracts)*

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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 contingency fee, except a bona fide employee or agent. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price, the sum of any consideration, or otherwise recover, the full amount of the contingency fee.

(b) "Bona fide employee," as used in this clause, means an established commercial or selling agency employed by a contractor for the purpose of securing business, that neither exerts nor promises to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

(c) If available, the contractor, in performing work under this contract, shall use U.S.-flag air carriers.

(d) "Proper employee," as used in this clause, means an employee, by a contractor and subjects of the contractor’s supervision and control to the same time, place, and manner of performance, who neither exerts nor promises to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other profit or gain which is contingent upon the success of a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

7. RIGHTS TO PROPOSAL DATA (MAY 2001)

It is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose, and distribute any technical data contained in the proposal upon which this contract is based.

3. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, 10 days prior to the delivery of, or prior to completion of any servicing required by this contract, of any transportation of radioactive materials.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, including those used in projecting from known data, and the nature and amount of any assumptions or calculations on which the data is based.

(c) The Contractor shall furnish these bill of lading copies to the Laboratory Procurement Representative or designee as soon as practicable, and in any case not later than 10 days prior to the delivery of, or prior to completion of any servicing required by this contract.

(d) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from:

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590
Phone: 202-366-2324

14. APPLICABLE LAW (OCT 1999)

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

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) In such contract, the contractor shall agree to the following provisions, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract:

(i) Each subcontractor shall agree to the following provisions, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this subcontract:

(ii) The supplies being transported are:

(A) Items the Contractor is reselling or distributing to the Government without the Contractor’s direct involvement and for which invoices are obtained and approved personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) The Contractor shall immediately give notice to the contractor of any other person or agency that obtains such notice.

(c) The contractor shall furnish these bill of lading copies to the Laboratory Procurement Representative or designee as soon as practicable, and in any case not later than 10 days prior to the delivery of, or prior to completion of any servicing required by this contract.

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10. SUBCONTRACTOR COST OR PRICING DATA (MAY 1995)

(a) Except as provided in paragraph (e) of this clause, the Contractor shall submit pricing data to the Government, as required by FAR 15.403-4, when entered into, the Contractor shall insert either —

(i) A subcontract or purchase order under this contract, except those described in paragraph (c) of this clause;

(ii) The supplier’s bill of lading copy shall contain the following information:

(A) The Contracting Officer;

(B) The date and time of loading;

(C) The quantity of activity (including specific activity if required by the Interagency Agreement) and characteristics of the radioactive material from deliveries under this contract or prior contracts, the contractor shall insert in the blank space in paragraph (e) of this clause the number of days required in advance of delivery of the shipment of radioactive material, the amount of the shipment, the specific activity of the radioactive material, the name of the isotope, the amount, and the source of the radioactive material.

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(b) The Contractor shall immediately give notice to the contractor of any other person or agency that obtains such notice.

(c) The contractor shall furnish these bill of lading copies to the Laboratory Procurement Representative or designee as soon as practicable, and in any case not later than 10 days prior to the delivery of, or prior to completion of any servicing required by this contract.

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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;

(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) 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

(1) the actual subcontract or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontractor cost estimate submitted by the Contractor; provided, that the

(c) If the Laboratory Procurement Official determines under paragraph (a) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(ii) The Contractor was paid the price prior to the date of the modification reflecting the price reduction, the contractor shall be liable to and shall pay the Laboratory at the time such overpayment is

(iii) An offset shall not be allowed if—

(1) the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

12. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (OCT 2010)

(a) This clause shall 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, except that this clause does not apply to any modification if an exception under FAR 15.408 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, 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;

(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.

This right to a price reduction is limited to the amount determined appropriate by the Laboratory Procurement Official based upon the facts shall be allowed against the amount of a contract price reduction—

(i) The Contractor certifies to the Contracting Officer that, to the best of its knowledge and belief, the data

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

(iii) The Contractor certifies to the Contracting Officer that, to the best of its knowledge and belief, the data

(iv) An offset shall not be allowed if—

(1) the Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current certified cost or pricing data had been submitted.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4 that, to the best of the Contractor’s knowledge and belief, the data provided to this paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) The Contractor shall insert this clause in the modifications to this paragraph (d), in 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.

13. CHANGED PRICE (OCT 1999)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice to the parties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for the Laboratory in accordance with the drawings, designs, or specifications.

(2) Method of shipment or packing.

(3) Place of delivery.

(4) Description of services to be performed.

(b) If any such change increases or decreases in the cost of, or the time required for, the performance of any part of this contract, whether or not changed by the order, the authorized Laboratory Procurement Official shall make an equitable adjustment in the contract price, subject to the conditions of FAR 52.201-8, Application for Adjustment of Contract Price.

(c) The contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) under this clause within 30 days from the date of receipt of the written order. However, if the contractor so required by the Laboratory Procurement Official, any proposal for adjustment shall be received within 30 days after the date specified in the proposal.

(d) If the contractor's proposal includes the cost of property made obsolete or excess by the change, the authorized Laboratory Procurement Official shall have the right to prescribe the manner of disposition and the order shall specify the disposition to be made.

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

14. EXTRAS (OCT 1999)

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

15. WARRANTY OF SUPPLIES (JUN 2014)

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

16. ENERGY CONSUMING PRODUCTS (FEB 2014)

When the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor will specify or deliver Energy Star® qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, unless otherwise specified. In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (http://www.archives.gov/federal -regulatory-info/guidance/EO13514.htm) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning recycled content products, products that use improved energy efficient, alternative fuels and vehicles, non ozone depleting substances and other environmentally preferable products and services. This guide is available on the internet at http://www.energystar.gov/products/WARRANTYOFSUPPLIES(OCT2014).
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 and maintain an inspection system acceptable to the Laboratory, with the purpose of ensuring, to the extent practicable, at all places and times, including the period of manufacture, and in any event, acceptance. The Laboratory shall have the right, either to inspect or test such supplies, equipment, or subcontractors' facilities, and to stop any additional charge, all reasonable, facilities and assist for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Laboratory shall bear all expense of Laboratory inspections or tests and shall not delay the work. The Laboratory assumes no contractual obligation to perform any inspection and test for the benefit of the contractor unless specifically set forth elsewhere in this contract.

If the Laboratory performs inspection on the premises of the contractor or a subcontractor, the contractor shall furnish, at no increase in cost to the Government, in addition, the contractor shall ensure that adequate safeguards are in place, and discretion. The contractor shall not tender for acceptance. The contractor may perform evaluations in a manner that will not unduly delay the test. The Laboratory shall keep and make available to the Laboratory during any advance notice, and the contractor to perform the work or act as required in (1) or (2) above and does not cure such failure, the contractor may reject supplies. The contractor may also charge the contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

The contractor has the right either to inspect or test the production of the Laboratory or when the Laboratory shall identify Government property coming into the Contractor's possession or custody, by marking and segregating in such a way, satisfactory to the Laboratory, as shall indicate its ownership by the Laboratory.

Disposition. The Contractor shall record any disposition of property which has come into the possession or custody of the Contractor under this contract and shall keep and make available to the Contractor during the progress of the work or upon completion or the termination of this contract, the Contractor shall render an accounting, as prescribed by law, for any equipment, supplies, or property acquired by the Contractor, shall be applied in accordance with sound business practice, to safeguard and protect government property in the Contractor's possession or custody.

In addition, the Contractor shall maintain adequate safeguards that are in place, and shall immediately inform the Laboratory Procurement Official of the occasion and extent of such property acquisition, shall be applied in accordance with sound business practice, to safeguard and protect government property in the Contractor's possession or custody.

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If the Contractor fails to promptly remove, replace or correct rejected supplies that are required to be so removed or replaced or so corrected or replaced, or if the Contractor's representative fails to condemn the Contractor to perform the work or act as required in (1) or (2) above and does not cure such failure, the contractor may reject supplies. The contractor may also charge the contractor for any additional cost of inspection or test when prior rejection makes reinspection or retest necessary.

When supplies are not ready at the time specified by the contractor for inspection or test, the Laboratory may charge to the contractor the additional cost of inspection or test.

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Supplies are nonconforming when they are defective in material or workmanship or are otherwise in conformity with contract requirements. The Laboratory may reject nonconforming supplies with or without disposition instructions. The Contractor shall replace rejected supplies or take corrective action as directed by the Laboratory.

The contractor shall remove supplies rejected or required to be corrected. However, the Contractor shall not be responsible for any reduction in the value of inspection or test samples.

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When supplies are rejected or required to be corrected, or when supplies are nonconforming supplies with or without disposition instructions, the contractor shall take all reasonable steps to protect the property remaining, and shall identify Government property coming into the Contractor's possession or custody, by marking and segregating in such a way, satisfactory to the Laboratory, as shall indicate its ownership by the Laboratory.

If the Contractor is determined liable for the loss, destruction or damage, or the contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of such notice of defects nonconforming supplies with or without disposition instructions, the laboratory shall identify Government property coming into the Contractor's possession or custody, by marking and segregating in such a way, satisfactory to the Laboratory, as shall indicate its ownership by the Laboratory.

18. PERMITS OR LICENSES (OCT 1999)

Except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses and abide by all applicable laws, regulations, and ordinances of the United States and of the State, territory, and political subdivision in which the work under this contract is performed.

19. ASSIGNMENT AND SUBCONTRACTING (OCT 1999)

Neither this contract nor any interest therein or thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory. The Laboratory may assign the whole or any part of this contract to the Government or its designee.

The contractor shall not subcontract any portion of the work hereunder without the prior written approval of the Laboratory. When requesting such approval, the contractor shall furnish the Laboratory with the name of the proposed subcontractor, a description of the work proposed to be subcontracted, and such other information as the Laboratory shall require.

20. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology security policies, practices, and procedures for the protection of such technology.
(1) Property Management System.
   (i) The Contractor shall establish, administer, and properly maintain an approved 
   property management system of accounting for and control, utilization, 
   maintenance, rent, protection, preservation, and disposition of Government 
   property in its possession under the contract. The Contractor’s property 
   management system shall be subject to audit and compliance with the 
   Government Procurement Property Management Manual of March 2000, 
   approval and shall be maintained and administered in accordance with sound 
   business practice, applicable Federal Property Management Regulations 
   and Department of Energy Property Management Manual of March 2000, 
   and such 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) Full integration with the Contractor’s other administrative and financial 
       systems; and
       (C) A method for continuously improving property management practices
           through the identification of best practices established by “best in class” 
           performance.
   (ii) Approval of the Contractor’s property management system shall be contingent
       upon the completion of the baseline inventory as provided in subparagraph (ii) (C).

(2) Property Inventory.
   (i) Unless otherwise directed by the Laboratory Procurement Official, the Contractor
       shall maintain a property inventory of all property under the contract and
       shall have a current inventory of all property covered by this contract, or any tax assessed on the Contractor’s possession of,
       (ii) If the Contractor is issuing another contractor in the performance of this
           contract, the Contractor shall conduct a joint reconciliation of the property
           inventory with the successor contractor. The Contractor agrees to provide
           a joint reconciliation of the property inventory at the completion of this contract.
           This information will be used to provide a baseline for the succeeding contract as
           well as information for closeout of the predecessor contract.
   (iii) The term “contractor’s managerial personnel” as used in this clause means the Contractor’s
       directors, officers and any of its managers, superintendents, 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 at which this contract is being performed; or
       (3) A separate and complete major operation in connection with the performance
           of this contract; or
       (4) A separate and complete major construction, installation, 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.
   (iv) 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
   one of the aforementioned employment reasons, the Contractor is unable or unavailable for assignment work under
   the 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 ensures that unit prices are in proportion to the items’ base cost
       (e.g., manufacturing or acquisition costs). Any method of distributing costs to line items that
       distorts unit prices shall not be used. For example, distributing costs equally among line items is
       not acceptable except when there is little or no variation in base cost. Nothing in this paragraph
       requires submission of certified cost or pricing data not otherwise required by law or regulation.
   (b) When requested by the Contracting Officer, the contractor shall also identify those
       supplies that it will not manufacture or to which it will not contribute significant value.
   (c) The Contractor shall submit the instance of this clause, less paragraph (b), in all subcontracts
       for the acquisition of construction or architect-engineer services under FAR Part 36; utility services
       under FAR Part 41; and services where supplies are not required; commercial items; and petroleum
       products.

24. TAXES FOREIGN FIXED PRICE CONTRACT (JUN 2003)
   (a) To the extent that this contract provides for furnishing supplies or performing services outside
       the United States and its outlying areas, this clause applies in lieu of any Federal, State, and
       local taxes clause of the contract.
   (b) Definitions used in this clause--
       “Contract date” means the date set for bid opening or, if this is a negotiated contract or
       a modification, the effective date of this contract or modification.
       “Country concerned” means any country, other than the United States and its outlying areas, in
       which expenditures under this contract are made.
       “Exempted taxes” includes wages and fringe benefits directly attributable to work
       performed outside the United States and its outlying areas which is not taxable
       under law or regulation.
       “Tax” and “taxes” include fees and charges for doing business that are levied by the
       governments of the United States and of the country concerned have agreed shall not be
       adjusted for taxes unless the amount of such tax, interest, or penalty was not incurred through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of
       paragraphs (a) and (b) of this clause.

25. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF AGREEMENT (FEB 2000)
   In the event of inconsistency between any terms of this agreement and any translation into another
   language, the English language meaning shall control.

26. TERMINATION FOR CONVENIENCE OF THE LABORATORY (OCT 1999)
   The Laboratory reserves the right to terminate this contract, or any part hereof, for its sole
   convenience. In the event of such termination, the contractor shall immediately stop all work hereunder,
   perform promptly and without prejudice to the Laboratory the responsibilities assigned to it by this contract,
   subject to the terms of the 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
   cost of terminating such contract, including the cost of subcontracts, and such other costs as
   the Laboratory may reasonably determine to be necessary to protect the Laboratory against loss because of outstanding liens or claims on
   the terminated portion of this contract. Upon direction of the Laboratory, the contractor shall
   not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the
   Laboratory specifying the failure.
   (b) The Laboratory shall pay the contractor for completed supplies and services, under the contract
       for all completed supplies, and
   (c) The Laboratory shall pay the contractor for completed supplies delivered and accepted. The contractor
       and the Laboratory shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. The Laboratory shall be within its rights and responsibilities to determine who or what is entitled to such payment, to determine the following by the Laboratory or the Government has an interest.
   (d) 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
       been issued for the convenience of the Laboratory or the Government.
   (e) 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
       been issued for the convenience of the Laboratory or the Government.

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 (a)(2)
           below); or
       (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2)
           below).
   (2) The Laboratory’s right to terminate this contract under subdivisions (1)(i) and (1)(ii)
       above, may be exercised if the contractor does not cure such failure within 10 days (or
       more if authorized in writing by the Laboratory) after receipt of the notice from the
       Laboratory specifying the failure.
   (b) 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) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess
       costs if the failure to perform the contract arises from causes beyond the control and
       without the fault or negligence of the contractor. Examples of such causes include (1) acts of God
       or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity,
       (3) fires or floods or other natural disasters, (4) labor strikes, (5) war, (6) embargoes, and
       (7) unusual severe weather. In each instance the failure to perform must be beyond the
       control of the contractor.
   (d) 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 the contractor or subcontractor, the contractor shall not be liable for any excess costs for the contractor’s failure to perform, unless the subcontracted supplies or services were obtained from other sources in sufficient time for the contractor to meet the required delivery schedule.

28. ANTI-KICKBACK PROCEDURES (MAY 2014)
   (a) Definitions.
       “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, or
       money in kind, to encourage or influence any person to enter into any contract or
       to influence the use of any Government property or to influence in any way the
       Contractor, prime Contractor employee, subcontractor, or subcontractor employee
       for the purpose of improperly obtaining or rewarding favorable treatment in connection with a
       prime contract or in connection with any subcontract, including a government contract.
       “Person,” as used in this clause, means a corporation, partnership, business association of any
       kind, or trust, stock, or similar entity, or any individual, or any governmental
       unit, department, or agency.
       “Prime contract,” as used in this clause, means a contract or contractual action entered into by
       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
       (b) The contractor shall take all reasonable action to obtain from or of any taxes or
       payments, including any taxes or payments assessable against the Contractor, the
       Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are
       excluded on the contract date but whose exemption was later revoked or reduced during the
       contract, pursuant to written ruling or regulation in effect on the contract date.
       “All applicable taxes and duties” means all taxes and duties, in effect on the contract date, that
       are levied on or measured by sales or receipts from sales, property taxes assessed on completed
       improvements covered by this contract, any tax that the Government levies on or measured
       by sales or receipts from sales, property taxes assessed on completed improvements covered by this contract, any tax
       levied or paid by the contractor, any tax levied or paid by the Contractor on or paid to the
       contractor, the contractor’s managerial personnel, contractor employee, subcontractor, or subcontractor employee
       for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection
       with any subcontract, including a government contract.

   (c) If the contractor is required to deliver for tax purposes, including any taxes or payments,
       “Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or
       agent of a prime Contractor.
“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 furnish any supplies, materials, equipment, or services of any kind under any contract or a subcontract for the purpose of obtaining supplies, materials, equipment, or services of any kind in connection with such contract or subcontract, and includes any person who offers to furnish or furnish general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor’s employee,” as used in this clause, means any officer, partner, employer, or agent of a subcontractor.

(b) US Code, chapter 87, Kickbacks, prohibits any person from—
(1) Providing or attempting to provide or offering to provide any kickback;
(2) Soliciting, accepting, or attempting to accept any kickback;
(3) Referring directly or indirectly to the solicitation of kickbacks in violation of paragraph (b) of this clause.

(c) (1) Reserved.
(2) Soliciting, accepting, or attempting to accept any kickback; or
(3) Referring directly or indirectly to the solicitation of kickbacks in violation of paragraph (b) of this clause.

(1) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with any person (as defined in paragraph (c) of this clause) for the sale of the commercial item(s).

29. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC determining regulations at 31 CFR chapter V are published and paid for at a price that includes any premium to be paid to or for a person subject to the jurisdiction of the United States:

(b) Except as authorized by OFAC, no transactions involving Cuban, Haitian, or Sudanese nationals or entities may be conducted with any person subject to the jurisdiction of the United States, or its outlying areas. Of entities and individuals subject to economic sanctions are included in OFAC’s list of specially designated nationals and blocked persons as listed on http://www.treas.gov/offices/enforcement/ofac/tfn.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts under this contract which exceed $150,000.

30. RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) – APPLICABLE TO CONTRACTS WHICH EXCEED $100,000

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with any actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractor results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation. For acquisitions of commercial items, the prohibition in paragraph (a) applies only to the extent that Federal action or for meeting requirements imposed by or pursuant to law as applied to professional or technical services rendered directly in the performance of the contract for which the cost is reimbursed to the contractor is entitled to reimbursement for the information specifically requested by an agency or Congress is permitted at any time within the applicable period of performance prescribed by any statute, if that Federal action or for meeting requirements imposed by or pursuant to law as applied to professional or technical services rendered directly in the performance of the contract and is permitted by that statute.

31. PAYMENTS (FEB 2004)

(a) Payment shall be made at the time and in the manner as set forth in the contract. For purposes of this paragraph, “payment” includes interest charged on overdue amounts and interest paid to the Federal Government on overdue amounts as required by law, regulation, or contract.

(b) The application or adaptation of the person’s products or services for an unauthorized purpose.

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

(d) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision.

(e) Providing in technical discussions regarding the preparation of an unsolicited proposal or official submission any information not specifically requested but necessary for an agency to make an informed decision.

(f) Making capability presentations prior to formal solicitation of any covered Federal action by a person seeking awards from an agency pursuant to the provisions of the Small Business Act as amended by Pub. L. 85-507, and subsequent amendments.

32. LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

This clause applies to all subcontracts exceed $350,000.

(a) Agency means “executive agency” as defined in Agency Procurement Readjustment Act (FAR) 2.101.

(b) Covered Federal action means “any of the following actions of the Federal Government:

(1) Awarding any Federal contract.
(2) Making any Federal grant.
(3) Making any Federal loan.
(4) Entering into any cooperative agreement.
(5) Extending, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement. A person has the obligation to act in the capacity of an “Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

(c) A contractor to “influence” means to influence, directly or indirectly, any communication to or appearance before an officer or employee of any agency, a Member of Congress, the head of an agency, or the Attorney General. The term “or” includes any person who offers to furnish or furnish supplies or services of any kind to or for any person requesting or receiving a covered Federal action, or an employee of a Member of Congress in connection with any covered Federal action.

(d) Local government means a unit of government in a State and, if charted, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate railroad, a council of governments, a sponsor group representative organization, a council of governments, or any local political group having the effect of restricting sales by such subcontractor results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(1) Reserved.
(2) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with any person (as defined in paragraph (c) of this clause) for the sale of the commercial item(s).

(3) Reserved.
(4) Reserved.
(5) Reserved.

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

(b) Prohibition. 31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of a covered Federal action in violation of any statute, or any employee of Congress, an officer or employee of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action for which the recipient is eligible to receive Federal contracts, grants, cooperative agreements, or loans from an agency, but only with respect to expenditures by such subcontractor results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

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

(d) Providing prior to formal solicitation of any covered Federal action any information not specifically requested but necessary for an agency to make an informed decision.

(e) Providing in technical discussions regarding the preparation of an unsolicited proposal or official submission any information not specifically requested but necessary for an agency to make an informed decision.

(f) Making capability presentations prior to formal solicitation of any covered Federal action by a person seeking awards from an agency pursuant to the provisions of the Small Business Act as amended by Pub. L. 85-507, and subsequent amendments.

(g) Professional and technical services.

(h) A person has the obligation to act in the capacity of an “Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

(i) A contractor to “influence” means to influence, directly or indirectly, any communication to or appearance before an officer or employee of any agency, a Member of Congress, the head of an agency, or the Attorney General. The term “or” includes any person who offers to furnish or furnish supplies or services of any kind to or for any person requesting or receiving a covered Federal action, or an employee of a Member of Congress in connection with any covered Federal action.

(j) Local government means a unit of government in a State and, if charted, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate railroad, a council of governments, a sponsor group representative organization, a council of governments, or any local political group having the effect of restricting sales by such subcontractor results in the Federal Government being treated differently from any other prospective purchaser for the sale of the commercial item(s).

(k) Agency means “executive agency” as defined in Agency Procurement Readjustment Act (FAR) 2.101.

(l) Covered Federal action means “any of the following actions of the Federal Government:

(1) Awarding any Federal contract.
(2) Making any Federal grant.
(3) Making any Federal loan.
(4) Entering into any cooperative agreement.
(5) Extending, renewing, amending, or modifying any Federal contract, grant, loan, or cooperative agreement. A person has the obligation to act in the capacity of an “Indian tribe” and “tribal organization” have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.
(4) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with any of the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of contract payments;

(2) Requiring the Contractor to terminate a subcontract;

(3) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(4) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(5) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Final. The contracting officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when exercising his or her discretion in accordance with paragraph (e) of this clause. The Contractor shall, at its own expense, submit a report on the results of conducting the Trafficking in Persons awareness program to the contracting officer.

35. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

(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 a commercial item as defined in FAR 2.101;

(2) Sold in substantial quantities in the commercial marketplace; and

(3) Offered for sale by a commercial entity, under a contract at any tier, without modification, in the same form in which it is sold in the commercial marketplace;

(b) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and products of livestock.

(c) When the Government determines that a subcontractor would protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract, in excess of $50,000 with a Contractor that is debarred, suspended, or proposed for debarment for an activity described in paragraph (e) of this clause.

(d) The Contractor shall require all subcontractors that perform work in excess of $150,000 to submit a copy of the subcontractor’s debarment or suspension determination to the Government. The Government shall have the right to review all subcontractor debarment or suspension determinations at any tier. If the Government determines that a subcontractor is debarred, suspended, proposed for debarment, or not eligible for debarment, the Contractor shall not enter into or continue performing work under such a subcontract.

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, and the conduct of inquiries, investigations, and adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the Laboratory Procurement Official (LPO), the contractor must conduct an initial inquiry into any alleged research misconduct if the contractor determines that there is sufficient evidence to proceed to an investigation. If the contractor determines that there is insufficient evidence to proceed to an investigation, the contractor shall issue a determination that no further action is warranted. The contractor shall keep the LPO informed of the results of the inquiry or investigation and all subsequent actions. If the contractor determines that there is sufficient evidence to proceed to an investigation, the contractor shall establish a responsible official who was not involved in the inquiry or investigation to direct the investigation. The contractor shall establish a separate organization from the element that conducted the inquiry or investigation.

(c) The contractor must conduct the inquiry or investigation and all subsequent actions in accordance with the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct. The contractor shall adhere to all Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct that are more restrictive than the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct.

(d) The contractor must establish a process for determining whether a contractor employee is engaged in research misconduct. The contractor must establish a process for determining whether a contractor employee is engaged in research misconduct that is consistent with the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct.

(e) The contractor must conduct the inquiry or investigation and all subsequent actions in accordance with the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct.

(f) The contractor must conduct the inquiry or investigation and all subsequent actions in accordance with the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct.

(g) The contractor must conduct the inquiry or investigation and all subsequent actions in accordance with the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct.

(h) The contractor must conduct the inquiry or investigation and all subsequent actions in accordance with the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct.

(i) The contractor must conduct the inquiry or investigation and all subsequent actions in accordance with the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct.

(j) The contractor must conduct the inquiry or investigation and all subsequent actions in accordance with the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct.

(k) The contractor must conduct the inquiry or investigation and all subsequent actions in accordance with the applicable Federal regulations that govern the conduct of inquiries, investigations, and adjudication of allegations of research misconduct.
(3) Timeliness. The contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation, and adjudication should be complete within 180 days of receipt of the record of evidence.

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

(5) Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research enterprise. The contractor shall take all necessary corrective actions. Such action may include but are not limited to, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in progress to be consistent with the misconduct.

(a) The contractor must coordinate actions with the LPO. The contractor must also consider whether personnel sanctions and or sanctions are appropriate. Any such action will be consistent with applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or not, and whether it was an isolated or pattern of conduct.

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

(c) Definitions.

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

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

“False statement” means manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record.

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

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

“Investigation” means the formal examination and evaluation of the relevant facts.

“Plagiarism” means the appropriation of another person's ideas, processes, results, or words, without giving appropriate credit.

“Research” means basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving nonhuman subjects or animals.

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

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

(b) By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, 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.

(h) The contractor must ensure 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/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 or entity that 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 laws 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 laws or regulations. No contractor or subcontractor shall indemnify and hold the Department of Energy, University of Chicago 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)

The United States is committed to encourage technology exchanges that are 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 may 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 or considered foreign export. You and the Laboratory can be held liable for improperly transferring controlled technologies.

Prior to traveling 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
- Commercially applicable information and software (public /licensable) education information
- Patent applications

If the information, technology, and/or commodities do not fall into one of these categories, please contact the University of Chicago Argonne Export Manager at Argonne for a license. 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, continue the following guidelines having your export approval 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 foreign technologies unless they are in the public domain. Furthermore, elaboration, additional details, or new item may be considered an export of technologies and need an export license prior to release.

40. LIMITATIONS PERIOD (MAY 2001)

Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim related 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 Safety and Quality (OSQ).

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 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/or 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 return such information or items, all necessary documents, 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>
</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 Siyobo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</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 (BENNETT DENVER TARGET ONLY) with the following headmarks:

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

Headmarkings are usually raised – sometimes indented.

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