# APPENDIX A

## ARGONNE TERMS AND CONDITIONS

### FOREIGN CONCERNS – PERFORMANCE OUTSIDE THE U.S.

*(For Fixed Price Contracts)*

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1. 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 Contractor shall have the right to annul this contract without liability or, to deduct from the contract price, reimbursement; and in either case, to be entitled to recover the reasonable expenses from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(b) If the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase order under this contract that may involve international air transportation.

2. RIGHTS TO PROPOSAL DATA (MAY 2001)

(a) Definitions. As used in this clause -- International air transportation means transportation by air between a place in the United States and a place outside the United States or between two places outside the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-1 that each subcontract (a) of this clause shall include a statement on vouchers involving such transportation essentially as follows:

(1) The substance of this clause, including this paragraph (e), if paragraph (a) of this clause applies.

(c) If available, the contractor, in performing work under this contract, shall use U.S.-flag air carriers for international air transportation of personnel (and their personal effects) only to the extent that service by those carriers is available. (It requires the Comptroller General of the United States, in this absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, 7 days prior to the delivery of, or prior to completion of any servicing required by this contract, of any shipment containing radioactive material.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-1 that each subcontract (a) of this clause shall include a statement on vouchers involving such transportation essentially as follows:

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

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 1212) requires that Federal departments and agencies shall transport in private foreign air carriers, for government account, at least 50 percent of the gross tonnage of all freight, equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) that such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are --

(1) Acquired for a U.S. Government agency account.

(2) Furnished to, or for the account of, any foreign nation without provision for notice and inspection.

5. PREFERENCE FOR PRIVATELY OWNED U.S. - FLAG COMMERCIAL VESSELS (FEB 2006)

(a) Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 1212) requires that Federal departments and agencies shall transport in private foreign air carriers, for government account, at least 50 percent of the gross tonnage of all freight, equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) that such transportation shall be accomplished when any equipment, materials, or commodities, located within or outside the United States, that may be transported by ocean vessel are --

(1) Acquired for a U.S. Government agency account.

(2) Furnished to, or for the account of, any foreign nation without provision for notice and inspection.

(b) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-1 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete and correct as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

6. APPLICABLE 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) If the contractor is not in agreement with the resolution of a labor dispute, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract, except that such subcontractor shall be allowed a period of 30 working days to cure the event if timely performance is delayed or threatened by delay by any actual or potential labor dispute, the subcontractor shall immediately notify the next higher tier subcontractor or the contractor, as the case may be, of all relevant information concerning the dispute.

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 preparing the report in the event of disputes concerning the approval of 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, the contractor shall require the subcontractor to certify in substantially the form prescribed in 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 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). The contractor shall require the subcontractor to include the data specified in FAR 15.402-1, app.

(b) The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4, that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete and correct as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) If in any subcontract that exceeds the subcontractor to submit certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either --

(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract, or

(2) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data—Modifications.
(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 to expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall determine, in accordance with FAR 15.408, Table 3-2 (to include any information reasonably required to express the contractor's estimated scope of work or specific identification in writing), in accordance with FAR 15.408, Table 3-2 (to include any information reasonably required to express the contractor's estimated scope of work or specific identification in writing), the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data, the nature and amount of any contracts included in the price, unless an exception under FAR 15.408-2 applies.

(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—
(1) Were 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 its Certificate of Current Cost or Pricing Data;
(3) Any of these parties furnished any data of which were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(d) 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) Shall be offset or
(2) The contractor or 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;
(3) The contractor must submit any "proposal for adjustment" (hereafter referred to as proposal) before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made 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 repaid.

13. CHANGES—FIXED PRICE (OCT 1999)

(a) The authorized Laboratory Procurement Official may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in one or more of the following:
(1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Laboratory in accordance with the drawings, designs, or specifications.
(2) Place of delivery.
(3) Method of shipment or packaging.
(4) Description of services to be performed.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work, whether or not changed by the order, the contractor agrees to make an equitable adjustment in the contract price submitted by the Contractor to the authorized Laboratory Procurement Official based upon the facts determined appropriate by the Laboratory Procurement Official.

(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 authorized Laboratory Procurement Official determines that the facts justify it, the authorized Laboratory Procurement Official may receive and act upon a proposal submitted before final approval of the contract.

(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 the disposition.

14. EXTRAS (OCT 1999)

Extra cost incurred for cost of delivering energy to the Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products with energy efficiency of at least a given class. The above requirement is intended to ensure that the facility will receive at least a minimum of energy efficiency.
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 whether the Laboratory takes physical possession; unless the contract specifically provides for earlier passage of title.
(b) Unless the contract specifically provides otherwise, risk of loss or damage to supplies shall remain with the contractor and shall pass to the Government if and when:
(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
(2) Acceptance by, or delivery of the supplies to the Laboratory at the destination specified in the contract, whichever is later, if transportation is i.b.d. delivery.
(c) Paragraphs (b) above shall not apply to supplies that so fail to conform to contract requirements as to warrant rejection.
(d) Unless the contract specifically provides otherwise, title to nonconforming supplies shall remain with the contractor until delivery to the Government; after delivery acceptance, or rejection, paragraph (b) above shall apply.
(e) Under paragraph (b) above, the contractor shall not be liable for loss of or damage to supplies caused by negligence of officers, agents, or employees of the Laboratory acting within the scope of their employment.

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.
(a) The contractor shall provide and maintain an inspection system acceptable to the Government for the purpose of assuring that supplies furnished under this contract shall be of the agreed-upon quality and conformance with the contract specifications and terms and conditions of delivery. As part of the inspection system, the contractor 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 contractor 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.
(b) The Laboratory has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all times and places, including the period of manufacture, and in any event at the time of acceptance. The Laboratory may also test samples of batches of supplies that have been inspected in accordance with the inspection system and have been found acceptable by the contractor to be in conformance with the requirements.
(c) The contractor shall not unreasonably 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 the contract.
(d) If the Laboratory performs inspection or test on the premises of the contractor or a subcontractor, the contractor shall furnish to the Laboratory 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.
(e) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to property at a price agreed upon by the Laboratory Procurement Official and the Contractor as the fair value thereof. The amount received by the Contractor as the result of any disposition, or the agreed fair value of any such property acquired by the Contractor, shall be applied in reducing the contract price to the extent permitted by the rules provided by the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy Property Management Regulations (10 CFR chapter 101), and all other applicable Federal regulations.
(f) In the event of the contractor’s managerial personnel failing to take all reasonable steps and fail to act in a prompt and effective manner to prevent or correct, or to make any such property available for temporary replacement and costs associated with the disposition of destroyed property.

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)
(a) Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the contractor except as expressly authorized in writing by the Laboratory.
(b) 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 controls as specified by the Laboratory. Information technology security controls are available from the National Institute of Standards and Technology at http://csrc.nist.gov.

21. PROPERTY (JAN 2013)
(a) Furnishing of Government property. The Laboratory reserves the right to furnish any property or services required to perform this contract.
(b) Title to property. Except as otherwise provided by the Laboratory Procurement Official, title to all Government property shall remain in the Government, unless the contract specifically provides otherwise. The Contractor shall hold any item of property acquired by the Contractor under this contract, for the cost of which the Contractor is entitled to be reimbursed as a direct cost item of this contract, shall pass directly to the owner of the property.
(c) Licensing. Except as otherwise directed by the Laboratory, whatever first occurs. Property furnished by the Laboratory and property produced by the contractor shall be licensed to the contractor for use by the contractor in the performance of this contract, under the terms of the license, and the agreed fair value of any such property acquired by the Contractor, shall be applied in reducing the contract price to the extent permitted, however, the Laboratory may require a reduction in contract price if the contractor fails to perform under the terms of the license.
(d) Protection of government property—management of high-risk property and classified materials.
(1) The Contractor shall take all reasonable precautions, and such other actions as may be directed by the Laboratory Procurement Official, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect government property in the Contractor’s possession or custody.
(2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhered to, for the handling, control and disposition of high-risk property and classified information. The contractor shall provide the Laboratory with written notice of any change in policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy Property Management Regulations (10 CFR chapter 101), and all other applicable Federal regulations.
(e) High-risk property. The loss, destruction, damage to, or the unintended or premature transfer of which could pose risks to the public, the environment, or the national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including the components and assemblies of nuclear materials technologies list.
(f) Risk of loss of government property.
(1) (i) The Contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:
(A) Willful misconduct or lack of good faith on the part of the Contractor’s managerial personnel.
(B) Failure of the Contractor’s managerial personnel to take all reasonable steps and fail to act in a prompt and effective manner to prevent or correct, or to make any such property available for temporary replacement and costs associated with the disposition of destroyed property.
(2) In the event that the Contractor is determined liable for the loss, destruction or damage to government property resulting from contractor conduct falling within any of the categories set forth above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the government for the loss, destruction, or damage.
(g) In the event that the Contractor is determined liable for the loss, destruction or damage to government property resulting from contractor conduct falling within any of the categories set forth above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the government for the loss, destruction, or damage.
(h) The Laboratory Procurement Official shall determine the value of any such property acquired by the Contractor, shall be applied in reducing the contract price to the extent permitted, however, the Laboratory may require a reduction in contract price if the contractor fails to perform under the terms of the license.
(i) The Contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:
(A) Willful misconduct or lack of good faith on the part of the Contractor’s managerial personnel.
(B) Failure of the Contractor’s managerial personnel to take all reasonable steps and fail to act in a prompt and effective manner to prevent or correct, or to make any such property available for temporary replacement and costs associated with the disposition of destroyed property.
(2) In the event that the Contractor is determined liable for the loss, destruction or damage to government property resulting from contractor conduct falling within any of the categories set forth above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the government for the loss, destruction, or damage.
(g) The Laboratory shall immediately inform the Laboratory Procurement Official of the occasion and extent thereof.
(h) The Contractor shall notify the Laboratory of the occasion and extent thereof.
(i) The Contractor shall show to the Laboratory that there is reason to believe that the loss, destruction of, or damage to the government property resulting from contractor conduct falling within any of the categories set forth above, and if that is not the case, the Contractor shall show to the Laboratory that there is reason to believe that the contractor should not be required to compensate the government for the loss, destruction, or damage.
(j) The Contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:
(1) Willful misconduct or lack of good faith on the part of the Contractor’s managerial personnel.
(2) Failure of the Contractor’s managerial personnel to take all reasonable steps and fail to act in a prompt and effective manner to prevent or correct, or to make any such property available for temporary replacement and costs associated with the disposition of destroyed property.
(2) In the event that the Contractor is determined liable for the loss, destruction or damage to government property resulting from contractor conduct falling within any of the categories set forth above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the government for the loss, destruction, or damage.
(j) The Contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:
(1) Willful misconduct or lack of good faith on the part of the Contractor’s managerial personnel.
(2) Failure of the Contractor’s managerial personnel to take all reasonable steps and fail to act in a prompt and effective manner to prevent or correct, or to make any such property available for temporary replacement and costs associated with the disposition of destroyed property.
(2) In the event that the Contractor is determined liable for the loss, destruction or damage to government property resulting from contractor conduct falling within any of the categories set forth above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the government for the loss, destruction, or damage.
(j) The Contractor shall not be liable for the loss or destruction of, or damage to, Government property unless such loss, destruction, or damage was caused by any of the following:
(1) Willful misconduct or lack of good faith on the part of the Contractor’s managerial personnel.
(2) Failure of the Contractor’s managerial personnel to take all reasonable steps and fail to act in a prompt and effective manner to prevent or correct, or to make any such property available for temporary replacement and costs associated with the disposition of destroyed property.
(2) In the event that the Contractor is determined liable for the loss, destruction or damage to government property resulting from contractor conduct falling within any of the categories set forth above, the burden of proof shall be upon the Contractor to show that the Contractor should not be required to compensate the government for the loss, destruction, or damage.
24. [Integrity of unit prices (Oct 2010)]

(b) When requested by the Contracting Officer, the Offeror/Contractor shall also identify those employees or persons to the performance of the work under this contract and one or more of the aforementioned employees is unavailable for assignment for work under

(e) The contract price shall be decreased by the amount of any after-reliefed tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the date the tax was refunded or credited to the Government of the United States and was not the result of legislative, judicial, or administrative action taking effect after the date of the contract or any extension.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excised tax, that was included in the contract price and that the Contractor is required to pay or bear, including any interest or penalty. If the Contractor was in writing that the contract price does not include any contingency for such tax and if liability for 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 paragraph (i) of this clause.

(f) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties as required by the Government from the Prime Contractor, any subcontractor, or the transactions or properties covered by this contract are excepted taxes, except as the result of the contractor’s own fault, negligence, or failures or omissions which or the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country or by or on behalf of the United States.

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.


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 under this contract and deliver to the Laboratory all materials delivered and accepted and for the protection and preservation of the property. The contractor and the Laboratory shall agree on the amount of payment for manufacturing supplies or services similar to those terminated, and the contractor shall be liable to the Laboratory for any excess costs for such supplies or services. However, the contractor shall continue the work not terminated.

The Laboratory shall pay the contract price for completed supplies delivered and accepted. The contractor and the Laboratory shall agree on the amount of payment for manufacturing supplies, materials delivered and accepted and for the protection and preservation of the property. The contractor is required to pay or bear, including any interest or penalty, the tax, duty, or other charge on or in connection with the making of payment for the supplies and services covered by this contract and the contractor will be liable to the Laboratory for any excess costs for those supplies or services. If a contractor performs work that is not required to be performed by the contractor, the contractor shall not be required to perform any other work that is required to be performed by the contractor.

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—

(b) When requested by the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

(c) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties as required by the Government from the Prime Contractor, any subcontractor, or the transactions or properties covered by this contract are excepted taxes, except as the result of the contractor’s own fault, negligence, or failures or omissions which or the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country or by or on behalf of the United States.

(d) The contract price shall be decreased by the amount of any after-reliefed tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the date the tax was refunded or credited to the Government of the United States and was not the result of legislative, judicial, or administrative action taking effect after the date of the contract or any extension.

(e) The contract price shall be decreased by the amount of any tax or duty, other than an excised tax, that was included in the contract price and that the Contractor is required to pay or bear, including any interest or penalty. If the Contractor was in writing that the contract price does not include any contingency for such tax and if liability for 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 paragraph (i) of this clause.

(f) The contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties as required by the Government from the Prime Contractor, any subcontractor, or the transactions or properties covered by this contract are excepted taxes, except as the result of the contractor’s own fault, negligence, or failures or omissions which or the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country or by or on behalf of the United States.

The contract price shall be decreased by the amount of any after-reliefed tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the date the tax was refunded or credited to the Government of the United States and was not the result of legislative, judicial, or administrative action taking effect after the date of the contract or any extension.

The contractor shall not be liable for any excess costs for failures for 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, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) fire embargoes, and (9) unusual and severe weather.

The contractor and the Laboratory shall agree on the amount of payment for manufacturing supplies or services similar to those terminated, and the contractor shall be liable to the Laboratory for any excess costs for such supplies or services. However, the contractor shall continue the work not terminated.

28. ANTI-KICKBACK PROCEDURES (May 2014)

(d) 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 person who has entered into a prime contract or in connection with a prime contract or in connection with any other contract or subcontract in connection with a prime contract. "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, stockholder, or any other legal or political subdivision of the United States, any government 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 or in connection with a prime contract or in connection with any other contract or subcontract in connection with a prime contract.
Definitions. As used in this clause—

(a) Subcontractor, as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnish materials, services, equipment, or services of any kind under the prime contract, subcontract or a subsubcontract, and (ii) any person with which the prime Contractor is connected in such a manner that the payment is for professional or technical services rendered directly in the performance of the contract for which the contractor is entered into or for which the contractor has included the cost for such property in the fixed price charged to the Government.

(i) All OFCCs submitted under contracts which contain Argonne Property Management Contract Requirements, in the form entitled, "ARGONNE PROPERTY MANAGEMENT CONTRACT REQUIREMENTS," that has been purchased by the contractor in the performance of the contract for which the contractor is entered into or for which the contractor has included the cost for such property in the fixed price charged to the Government.

(1) The Laboratory shall NOT ISSUE PAYMENT UNTIL THE COMPLETED FORM APPLIES TO ALL INVOICING IRRESPECTIVE OF PROPERTY IS BEING INVOICED ON THIS PARTICULAR INVOICE OR NOT.

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

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

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

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

(3) Contractors shall submit the referenced transportation documents with Contractor's invoice to - Argonne National Laboratory, 9700 South Cass Avenue, A Accomplished Building, Unit 100, L-1060.

PAYMENTS (FEB 2004)

(1) Payment shall be made for items accepted by the Laboratory that have been delivered to the delivery destinations set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in this contract by check, electronic funds transfer, 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.

(2) For the purpose of computing the date on which payment shall be made, payment shall be considered to have been made on the date on which appears on the payment check or the date on which an electronic funds transfer was made.

(a) Property shall mean all tangible personal property as identified in Argonne Form PP-150, Control of Government Property—Contractor Requirements, in the form entitled, "IDENTIFICATION." that has been purchased by the contractor in the performance of the contract for which the contractor is entered into or for which the contractor has included the cost for such property in the fixed price charged to the Government.

(b) All OFCCs submitted under contracts which contain Argonne Property Management Contract Requirements, in the form entitled, "ARGONNE PROPERTY MANAGEMENT CONTRACT REQUIREMENTS," that has been purchased by the contractor in the performance of the contract for which the contractor is entered into or for which the contractor has included the cost for such property in the fixed price charged to the Government.

(c) In the event of any conflict between the requirements of this clause and the requirements of any other Federal law, the requirements of this clause shall prevail.

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

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

(1) Awarding any Federal contract.

(2) Making any Federal grant.

(3) Making any Federal loan.

(4) Entering into any cooperative agreement.

(5) Extending, continuing, renewing, amending, or modifying any Federal contract, grant, or other agreement.

(a) A "Indian tribe" or "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.

(b) "Original meaning to influence" means to influence, by any communication to or appearance before an officer or employee of any agency, a Member of Congress, the head of a Federal agency, or an employee of a Member of Congress in connection with any covered Federal action.

(c) "Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by the laws of a State, political subdivision of a State, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative authority, an association of a group of local governments, or a political subdivision of a local government.

(d) "Officer or employee of an agency" includes the following individuals who are employed by an agency:

(1) An individual who is appointed to a position in the Government under Title 5, United States Code, including under a position temporary.

(2) A member of the uniformed services, as defined in subsection 1013(5), Title 37, United States Code.

(3) A special Government employee, as defined in section 202, Title 18, United States Code.

(4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code.

(5) Contractors shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause, have cooperated with OFAC's website at http://www.treas.gov/offices/enforcement/ofac.

(6) Contractors shall submit the above referenced transportation documents on which the United States will assume freight charges that were charged as freight in the invoice.

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

(8) Contractors shall submit the above referenced transportation documents with Contractor's invoice to - Argonne National Laboratory, 9700 South Cass Avenue, A Accomplished Building, Unit 100, L-1060.
(iv) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(3) Only those communications and authorizations expressly authorized by paragraphs (c)(1) and (2) of this clause may be modified

(d) Disclosing Prohibited: Contractor shall not disclose, in a format and work language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment for the purpose of subverting the worker from his or her freedom of choice to leave work arrangements or from exercising his or her legal rights to reemployment. Such actions for employees may include, but are not limited to, reinstatement, parole, or other employment; prohibiting, on charging, or recovering costs, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(e) Contractor requirements. The Contractor shall-

(1) Notify its employees and agents of-

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

(ii) The policies that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from employment, economic sanctions, or other measures available under applicable laws.

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(f) Notification.

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

(i) Any credible evidence of fraud, as determined in accordance with the Inspectors General’s policies which shall be the basis for these requirements;

(ii) Any activities that may be associated with, or in any way linked to, the performance of work on a U.S. Government contract or subcontract, if the payment of the attempt to prevent the worker from obtaining fair and just compensation for work performed, by charging or recovering the cost of return transportation, or by attempting to otherwise interfere with the worker’s ability to exercise his or her legal rights to reemployment. Any notice shall be in writing and shall include, at a minimum, the name of the employee, the nature and extent of the offense, the nature and extent of the offense, and the information or data relied upon to establish the facts necessary to support the conclusion.

(g) Full cooperation.

(1) The Contractor shall, at a minimum:

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors and investigators, as well as Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iii) Provide all employees of the Contractor with a written complaint procedure to report instances of trafficking.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, subcontractors, and their agents shall-

(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract;

(3) Use forced labor in the performance of the contract;

(4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employer’s employee or immigration documents, such as passports or drivers’ licenses, regardless of the requirements in this clause;

(5) Use misleading or fraudulent practices during the recruitment of employees or offering employees or former employees in a format and work language accessible to the worker.

(6) Charge employees recruitment fees.
(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 any other applicable law or regulation.
   (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; or
   (iii) Restrict the Contractor from—
      (A) Taking part in 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 construction materials or off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and
      (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 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 not available to, or not susceptible to trafficking in persons.
      (ii) The Contractor shall require each proposed subcontractor whose subcontract will exceed (3) Minimum requirements. The compliance plan must include, at a minimum, the following:
         (A) An awareness program, as defined in the Contractor'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 violation. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/t/ct.
         (B) A procedure to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hot line phone number of the Global Human Trafficking Hotline at 1-888-FOR-TRAFFIC and an email address at help@hotline.org.
         (C) 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 or exceed the highest lawful minimum legal requirements or ensures any variance.
         (D) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.
         (E) 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 prevent any agent, subcontractor, or subcontractor employees that have engaged in such activities.

(i) Posting.
   (1) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor’s Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.
   (2) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(j) Certification.
   (1) Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—
      (i) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontractor or subcontractor employee engaged in prohibited activities; and
      (ii) Having conducted due diligence, either—
         (A) To the best of the Contractor’s knowledge and belief, neither it nor any of its agents, subcontractors, or their employees is engaged in any activities identified in paragraph (b) of this clause; and
         (B) It has an estimated value that exceeds $500,000.
   (2) Any subcontractor required by the Contractor to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(k) Disqualification.
   (1) The Contractor’s disqualification for this contract may be imposed for any of the following reasons:
      (i) 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 60 days of receipt of the record of investigation.
      (ii) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the allegations of research misconduct shall be limited to personnel who need to know.
      (iii) 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 completed or in process. The contractor shall take all necessary corrective action, both in connection to, correcting the research record and and appropriate imposing restrictions, controls, or other parameters on research in process, as it deems necessary. The contractor shall coordinate remedial actions with the LPO. The contractor must also consider whether personnel sanctions are appropriate. Any such sanction must be considered and effective consistent with any applicable personnel, laws, policies, and procedures, and shall not result in the loss of all access to any evidence submitted to support the allegation or development in response to an allegation of research misconduct.
      (iv) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and training and no unresolved conflict of interest. The individual(s) who conducts an adjudication must be the same individual(s) who conducted the inquiry or investigation, and must be in a position to conduct the inquiry or investigation without conflict.
   (2) The Contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct to the contractor's attention without suffering retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; and diligence in protecting positions and reputations. The Contractor shall also provide safeguards to ensure that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding specific allegations of research misconduct, notification of the contractor's involvement, and reasonable access to any evidence submitted to support the allegation or development in response to an allegation of research misconduct.

(l) Definitions for contract administration.
   (1) “Allegations” means information or communications that—
      (A) Are written or oral statements that an individual or entity submitted to the contractor alleging that a violation of this clause has occurred.
      (B) Are oral communications that a contractor acquires from another individual or entity.
   (2) “Research Misconduct” means fabrication, falsification, or plagiarism in proposing, performing, or reporting research, or in reporting research, but does not include honest error or differences of opinion.
   (3) “Research record” means the record of all data or results that embody the facts resulting from scientists’ inquiries, including, but not limited to, research proposals, laboratory reports, both physical or electronic, and data obtained through research.
   (4) “Research misconduct” means fabrication, falsification, or plagiarism in proposing, performing, or reporting research, or in reporting research, but does not include honest error or differences of opinion.
and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

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

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

37. COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2015)

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

(b) The Contractor’s responsibility to comply with all applicable laws and regulations exists independent of, and is not established or limited by, the information provided by this clause.

(c) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations, including but not limited to:

2. The Arms Export Control Act (22 USC. 2751 et seq.);
4. Trading with the Enemy Act (50 USC. App. 5(b), as amended by the Foreign Assistance Act of 1961);
5. Assistance to Foreign Atomic Energy Activities (12 CFR part 10);
6. Export and Import of Nuclear Equipment and Material (10 CFR part 110);
7. International Traffic in Arms Regulations (ITAR) (22 CFR parts 120 through 130);
8. Export Administration Regulations (EAR) (15 CFR parts 730 through 774);
9. Regulations administered by the Office of Foreign Assets Control (51 CFR parts 500 through 598).

(d) In addition to the Federal laws and regulations cited above, National Security Decision Directive (NSDD) 189, National Policy on the Transfer of Scientific, Technical, and Engineering Information establishes a national policy that, to the maximum extent possible, the products of fundamental research shall remain unrestricted. NSDD 189 provides that no restrictions may be placed upon the conduct or reporting of federally funded fundamental research that has not received national security classification as provided in applicable U.S. statutes. As a result, contracts confined to the performance of unclassified fundamental research generally do not involve any export-controlled activities.

NSDD 189 does not take precedence over statutes. NSDD 189 does not exempt any research from statutes that apply to export controls such as the Atomic Energy Act, as amended; the Arms Export Control Act; the Export Administration Act of 1979, as amended; or the U.S. International Emergency Economic Powers Act or the regulations that implement those statutes (e.g., the ITAR, the EAR, 10 CFR part 110 and 10 CFR part 806). Thus, if items (e.g., commodities, software or technologies) that are controlled by U.S. export control laws or regulations are used to conduct research, the export control laws and regulations apply to the controlled items.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all solicitations and subcontracts.

38. 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 released exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by mail, 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 export license, required records, and comply fully with all export control statutes and regulations. Unless authorized by appropriate government license or regulation, the contractor agrees not to export directly or indirectly any technology, software or materials provided by the Laboratory. The 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.

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

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempt from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations to ensure its compliance with export controls.

An export can occur through a variety of means, including oral communications, written documentation, 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 foreign nationals is an export. An export can also occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals.

Export control information is provided to Argonne personnel in order to ensure the Laboratory’s compliance with export control laws and regulations. As part of the Laboratory’s export control program, Argonne has implemented policies and procedures to govern foreign travel, including travel to DOE sites.

The Laboratory has implemented policies and procedures to govern foreign travel, including travel to DOE sites.

40. CONFLICTS OF DOCUMENTATION (MAY 2001)

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in the above-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.

41. 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 Office. Such a claim must be received by the Laboratory Procurement Office within two 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 accrued, whichever occurs first, otherwise the contractor shall be barred from pursuing such action.

42. 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.

43. 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:

   a. 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.)
   b. 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 Office.
   c. 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.
   d. 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).
   e. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

44. SUSPECT COUNTERFEIT PARTS (DEC 2007)

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

Types of material, parts, and components known to have been misrepresented include (but are not limited to) fasteners; hoisting, rigging, and lifting equipment; crane; hoists; valves; pipe and fittings; electrical equipment and devices; data, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, of designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such items, at its cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
# Suspect/Counterfeit Bolt Headmark List

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

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

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
</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>
<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 Sienbo (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>
<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 (BENNERT DENVER TARGET ONLY) with the following headmarks:

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