# 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 agency. For breach or violation of this warranty, the Government shall have the right, in its sole and absolute discretion, to deduct from the price, or to refuse to pay for, or to deduct from the price of, or in any other manner consider, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide employee," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out or makes itself known as being able to obtain any Government contracts through improper influence. "Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the supervision of the contractor's control and direction, as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out or makes itself known as being able to obtain any Government contract through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that 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 consider or to act regarding a Government contract on any basis other than the merits of the matter.

2. 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 applicable to the proposal, the Government shall have the right to use, duplicate, or disclose to others in any manner whatsoever, the 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 designer, in writing, at least 30 days prior to the delivery of, or prior to completion of any servicing required by this contract, of the nature and quantity of radioactive materials in the materials.

(b) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, must be identified in the manner set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or in any other Federal Regulations, in effect on the date of this contract, or in any other Federal Regulations, in effect on the date of this contract, or in any other Federal Regulations, in effect on the date of this contract, or in any other Federal Regulations, in effect on the date of this contract, or in any other Federal Regulations, in effect on the date of this contract, or in any other Federal Regulations, in effect on the date of this contract.

(c) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of the gross tonnage involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the contracts set forth in paragraph (a) above, to the extent that such vessels are available at rates that are fair and reasonable for privately owned U.S.-flag commercial vessels.

(d) The Contractor shall submit one legible copy of a rated-on-board ocean bill of lading for each shipment to both —

(i) The Contracting Officer, and

(ii) The Office of Cargo Preference.

3. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997) (Continued)

(e) 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.

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

(a) Definitions. As used in this clause — International air transportation means transportation by air between a place in the United States and a place in any country; or between two places in the United States; United States means the 50 States, the District of Columbia, and outlying areas.

(b) The cargo "air carrier" means an air carrier engaged in air transportation of cargo, as defined in 49 U.S.C. 40105(a), or 49 C.F.R. 421.101(b)(1), (2), and (3).

(c) Section 40118 of the Federal Aviation Act of 1954 (49 U.S.C. 40118)(Fly America Act) requires that all Federal agencies and Government contractors acquire air transportation for international air transportation, the contractor shall include a statement on vouchers involving air transportation.

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

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

(1) Cargo carried with an air carrier that is authorized by law or treaty;

(2) Ocean transportation between foreign countries of supplies purchased with foreign currencies made available, or derived from funds that are made available, under the authorities cited above;

(3) Shipment of classified supplies when the classification prohibits the use of non-U.S. carriers;

(4) Subcontracts or purchase orders for the acquisition of commercial items under —

(i) This contract;

(ii) A subcontracts or purchase agreement for ocean transportation services; or

(iii) An agreement involving export transportation services; or

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

Office of Costs and Rates
Maritime Administration
400 Seventh Street, SW
Washington, DC 20590

Phone: 202-366-2234

5. 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 DISENTS (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 the event that the contractor agrees to sign the subcontract, including this paragraph (b), in any subcontract to which a labor dispute may delay the timely performance of this contract, except as provided in paragraph (a) above, the contractor 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’s position in the submittal chain for pre-award review.

9. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall ensure that each subcontract to which the event 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.

(b) The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In no event shall the subcontractor to submit certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either —

(i) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data at FAR 15.403-4, and

(ii) The substance of the clause at FAR 52.215-13, Subcontractor Certified Cost or Pricing Data —Modifications.

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

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

(b) Before awarding any subcontract to expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to furnish certified cost or pricing data with respect to the subcontract. If the subcontractor does not furnish certified cost or pricing data, the subcontract becomes operative as if paragraph (a) of this clause did not apply.

(c) Any reduction in the contract price under paragraph (a) of this clause due to defective certified cost or pricing data, including those used in projecting from known data, and the nature and amount of any adjustments included in the price, unless an exception under FAR 15.403-4 applies.

(d) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-4 that, to the best of the subcontractor's knowledge and belief, the data furnished under 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.

(e) The Contractor shall insert the substance of this clause in FAR 15.403-4 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.

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

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

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

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

(3) Any of these parties furnished 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.

(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 subcontractor shall or

(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontractor estimated cost or pricing data.

(c) 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.

(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 increased in the amount to be offset even if the available certified cost or pricing data were complete, accurate, and current.

(ii) 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 increased in the amount to be offset even if the available certified cost or pricing data were complete, accurate, and current.

(iii) The understated data were known by the Contractor to be understated at the time of agreement on price or the date of award.

(d) 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—

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Laboratory Procurement Official is repaid any such overpayment to the Laboratory.

(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

(e) Any reduction in the contract price under this clause due to defective data from a subcontractor furnished certified cost or pricing data that were not complete, accurate, and current as certified in the subcontractor’s Certificate of Current Cost or Pricing Data.

(f) Except as prohibited by paragraph (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Laboratory Procurement Official based on the facts shall be allowed against the amount of a contract price reduction if—

(1) The Contractor certifies to the Contracting Officer that, to the best of the Contractor’s knowledge and belief, the Contractor is entitled to the offset.

(2) The Laboratory proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available certified cost or pricing data were complete, accurate, and current.

(3) The contractor furnishes and the Laboratory accepts data that are accurate, complete, and current as certified in the subcontractor’s Certificate of Current Cost or Pricing Data.

(4) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset.

(5) The Laboratory proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available certified cost or pricing data were complete, accurate, and current.

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 any one or more of the following.

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

(2) Method of shipment or packaging.

(3) Place of delivery.

(4) Description of services to be performed.

(b) If any such change causes an increase or decrease in the cost of, performance of any subcontract, or the delivery date of the supplies subject to this contract, the authorized Laboratory Procurement Official and the subcontractor shall negotiate in good faith an equitable adjustment to the 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 authorized Laboratory Procurement Official has requested to review or evaluate the proposal, the authorized Laboratory Procurement Official may reject such proposal within such time period and without prejudice to the contractor, and

(d) 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 have been authorized in writing by the authorized Laboratory Procurement Official.

15. WARRANT OF SUPPLIES (OCT 2015)

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

When the contract requires the specification or delivery of energy consuming products and services in Federal facility, the contractor shall specify or deliver Energy Star qualifying products or products conforming to the Federal Energy Management Programs (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided such products with such a designation are available and are life cycle cost effective and meet other commercially available performance standards. Information about these products is available for Energy Star at:

http://www.energystar.gov/nmse/index.cfm


Refrigeration Equipment and Air Conditioners: when the contract requires refrigeration equipment or air conditioning for Federal facility, the contractor will specify or deliver Energy Star qualified products or products conforming to the Climate Action 2100 (41 USC 7617g and 7617h).

Computer products: The contractor must require the specification of energy efficient computer equipment (i.e., copiers, digital duplicators, facsimile machines, mailing machines, multifunction devices, printers, or scanners), the clause at FAR 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JAN 2014) shall apply.

When the contractor requires the specification or delivery of telecommunications, the clause at FAR 52.223-14, Acquisition of EPEAT®-Registered Televisions (JAN 2014) shall apply, or it’s Alternates I. When the contract calls for the specification or delivery of personal computer products, the clause at FAR 52.223-18, Acquisition of EPEAT®-Registered Personal Computer Products (OCT 2015) shall apply.

In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental Quality Assurance Programs and Procedures (http://www.epa.gov/region09/offices/office13423.htm) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance (http://www.archives.gov/federal-register/executive-orders/executive_order_13514.html). The best practices contained in the DOE Acquisition Guide, Chapter 23, Acquisition Considerations Regarding Federal Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning energy, environment, and transportation considerations for Federal facility acquisitions, and also includes information concerning energy-efficient products and services. This guide is available on the Internet at:


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 where the Contractor makes 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:

1. Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
2. Acceptance by the Laboratory if the supplies to be delivered to the Laboratory at the location designated in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraphs (b) above shall not apply to supplies that so fail to conform to contract requirements as to give a right of rejection. The risk of loss or damage to such nonconforming supplies remains with the contractor until when or where the Laboratory takes physical possession thereof.

(d) The Laboratory has the right either to reject or to require correction of nonconforming supplies. As part of the 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 so long thereafter as the contract requires. The Laboratory may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the contractor of the obligations under the contract.

(e) 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 before acceptance. The Laboratory may require or permit correction in place, promptly after notice, by and at the contractor’s premises; provided, that in case of rejection, the Laboratory shall not be liable for any work performed in the place of inspection by the contractor.

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

2. The Laboratory may charge the contractor for any additional cost of inspection or test when prior rejection makes reshipment or retest necessary.

(f) The Laboratory has the right to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or are otherwise not in conformity with contract requirements. The Laboratory may reject nonconforming supplies with or without notice, and refuse supplies that are defective or in any other way do not conform in material or workmanship with the contract requirements.

(g) The contractor shall remove supplies rejected or required to be corrected. However, if the contractor cannot remove or correct the supplies, the Laboratory may require the contractor to furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the Laboratory shall bear all expenses of Laboratory management, examination, and testing made necessary by the rejection or requirement for correction.

(h) The contractor shall perform any repairs or corrections required by the Laboratory and shall not relieve the contractor from responsibility, nor impose liability on the Laboratory, for any work performed in the place of inspection by the contractor.

(i) The contractor shall make such disposition of Government property which has come into the possession or custody of the Government under this contract as the Laboratory Procurement Official may direct during the progress of the work or upon completion of the work. The contractor shall make such disposition of Government property consistent with the terms and conditions as the Laboratory Procurement Official may approve, sell, or exchange such property, or acquire such property or any interest therein by purchase, acquisition, donation, or otherwise, or agree upon with the Laboratory Procurement Official 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 reduction of the cost of the work hereunder or otherwise credited to account to the Laboratory Procurement Official, of all government property which had come into the possession or custody of the Contractor under this contract.

(j) In addition, the contractor shall ensure that adequate safeguards are in place, and be, for the handling, control and disposition of high-risk property and classified materials, consistent with the policies, practices and procedures for property management contained in the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy Security and Environmental Management Policies and Procedures, and other applicable regulations.

(k) In the event of any damage, destruction, or loss to government property, consistent with all relevant facts and circumstances.

1. With lack of good faith on the part of the Contractor’s managerial personnel;

2. Failure of the Contractor’s management to take all reasonable steps to comply with any appropriate written direction of the Contracting Officer to safeguard and protect government property;

3. In the absence of such direction, in accordance with sound business practice, to safeguard and protect government property consistent with all relevant facts and circumstances.

(l) The contractor shall be liable for 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, exported controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including chemical and biological warfare material.

1. In the case of loss of government property:

(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; or

B. Failure of the Contractor’s managerial personnel to take all reasonable steps to comply with any appropriate written direction of the Contracting Officer to safeguard and protect government property;

C. In the absence of such direction, in accordance with sound business practice, to safeguard and protect government property;

D. For destroyed or lost property, the compensation shall be the fair market value of such property at the time of such loss or destruction, plus any costs incurred for temporary replacement of the damaged property.

2. In the event that the Contractor is determined liable for the loss, destruction, damage to, or the unintended or premature transfer of property falling within one 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, damage to, or the unintended or premature transfer of the property.

3. The contractor shall provide the Laboratory with the name of the subcontractor, and such other information as the Laboratory shall require.

3. 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 and standards of the Federal Information Processing Standard. Any equipment purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct cost of item under this contract, shall pass directly from the vendor to the Government.
24. The contract price shall be increased by the amount of any after-imposed tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor in incident to a refund of taxes to the extent that such interest was earned after the dates on which such taxes were paid by the Government of the United States. The Government of the United States shall be entitled to repayment of any penalty refunded to the Contractor in the event that such penalty is subsequently found to have been in violation of any provision of the contract or any law, regulation, or administrative action taking effect after the contract date.

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. The Laboratory shall give the contractor immediate written notice of the time of such termination, subject to the terms of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges and costs the contractor has incurred prior to the notice of termination that are appropriately allocable to the terminated portion of the contract. Any cost that is not allocable to the terminated portion of the contract shall be prorated to the percentage of work performed in the month in which termination occurs and the contractor shall not be paid for any other costs in connection with this contract.

27. DEFAULT (OCT 1999)

(a) 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—

(1) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(2) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) below);

(3) Correct any other default found by the Laboratory, subject to subparagraph (c) below;

(4) Pay interest, penalties, or other charges on any proceeds advanced or payment; or

(5) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(b) The Laboratory’s right to terminate this contract under subdivisions (3)(i) and (3)(iv) above, may be exercised if the contractor does not cure such failure within 10 days (or more if authorized in writing by the Laboratory) after receipt of the notice from the Laboratory specifying the failure.

(c) If the Laboratory terminates this contract in whole or in part, it may, under the terms and in the manner the Laboratory considers appropriate, supply 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.

(d) 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 (if not covered by insurance), (4) excessive and extraordinary strikes, (5) strikes, (6) labor unrest, (7) embargos, (8) national emergency, or (9) unusually severe weather. In each instance the failure to perform must be beyond the contractor’s control and not the result of the contractor’s fault or negligence.

(e) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the contractor and subcontractor, and without the fault or negligence of either, the contractor shall not be liable for any excess costs for services or supplies performed by the contractor. For any such subcontractor default, the contractor shall not be liable for any excess costs unless the contractor has been notified of the subcontractor’s default and has failed to take appropriate action to correct the default.

(f) If the contractor is terminated for default, the Laboratory may require the contractor to transfer title and deliver to the Laboratory, as directed by the Laboratory, any

(1) unsold or unexpendable supplies, materials, and equipment; or

(2) completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, or other information (except as “manufactured materials” in this clause) that the contractor has specifically produced or acquired for the terminated portion of the contract. Upon direction of the Laboratory, the contractor shall promptly destroy the contract documents and other records relating to the property of the Laboratory or the Government that has an interest.

28. ANTI-KICKBACK PROCEDURES (MAY 2014)

(a) Definitions.

“Kickback,” as used in this clause, means any money, fee, compensation, credit, gift, gratuity, remuneration, payment, payment in kind, or anything of value, either directly or indirectly, given or promised, or offered or promised, to any 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 anything connected with a subcontract for or in connection with a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, stockholders, or other persons in which the Contractor, prime Contractor employee, subcontractor, or subcontractor employee has an interest, or in which the Contractor, prime Contractor employee, subcontractor, or subcontractor employee has a controlling influence, or in which the Contractor, prime Contractor employee, or any of their agents or employees have a controlling influence.

“Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the United States, either directly or through a subcontractor.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.
Exception (v) Making capability presentations prior to formal solicitation of any covered Federal action or for meeting requirements imposed by or pursuant to law as directly related to this contract. For purposes of this paragraph, any provision information specifically requested by an agency or Congress is permitted at any time and for any reason.

(iii) Participating with an agency in discussions that are not related to a specific solicitation for any covered Federal action or acquisition.

The (A) The qualities and characteristics (including individual demonstrations) of the person’s products or services, conditions or terms of sale, and service capabilities.

The application or adaptation of the person’s products or services for an

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

(i) Providing formal solicitation of any covered Federal action, any provision information specifically requested by an agency or Congress is permitted at any time and for any reason.

(ii) Participating in technical discussions regarding the preparation of an unsolicited proposal in accordance with FAR 52.212-2. You may not issue an order for supplies or services of any kind to the person or for work in connection with such contract. The person or for work in connection with such contract. The person’s products or services, conditions or terms of sale, and service capabilities.

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34. If the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Government shall have the right to specify the manner in which the work shall be performed. The requirements in this clause will not be made allowable under any other provision.

35. "Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for a debt.

36. "Employee" means an employee of the Contractor directly engaged in the performance of work for the Contractor.

37. "United States" means the 50 States, the District of Columbia, and outlying areas.

38. "Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or a severe form of trafficking in persons" means:
   (1) The abuse or threatened abuse of the legal process.
   (2) A commercial sex act in which a person was induced by force, fraud, coercion, or threat or use of force, or in which the person was induced to perform the act with the understanding that if they did not perform it, significant harm would be inflicted upon another person known to the person involved. Such acts include, but are not limited to, acts performed with the use of force or threat of force, acts performed for the purpose of obtaining a commercial sex act by force or threat of force, and acts performed to prevent the victim from seeking help or seeking or obtaining assistance.

39. "Severe forms of trafficking in persons" means:
   (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or a severe form of trafficking in persons pursuant to this clause.
   (2) If the Contractor did not submit OMB Standard Form LLL disclosure pursuant to paragraph (d) of the provision at FAR 52.203-11, Certification and Disclosure Regarding Payments to Officials of Foreign Governments, the Contractor shall complete and submit OMB Standard Form LLL to provide the Government with such information.

40. "Trafficking" is defined as the recruitment, transportation, transfer, or harboring of a person, for the purpose of performing services for a profit, illegal gain, or other benefit.

41. "Work document" means a written document that includes the contract, subcontract, agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. The employee must be able to read and understand the terms of the contract, subcontract, agreement, or other required work document.

42. "Employee" means an employee of the Contractor directly engaged in the performance of work for the Contractor.

43. Use forced labor in the performance of the contract.

44. Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee’s identity or immigration documents, such as passports or drivers’ licenses, regardless of the location of the employee.

45. Use misleading or fraudulent practices during the recruitment of employees or offering to any person an incentive such as failing to disclose, in a formal and work language accessible to the worker, basic information or making material misrepresentations of the recruitment of employees regarding the key terms and conditions of employment such as, but not limited to, the benefits, the location of the employment, the living conditions, housing and associated costs (if employee or agent provides or arranges housing), or whether the employee will be charged to the employer, if applicable, the hazardous nature of the work.

46. Use recruiters that do not comply with local labor laws of the country in which the recruitment is taking place.

47. Charge employees recruitment fees.

48. Fail to offer return transportation or pay for the cost of return transportation upon the end of employment.

49. For an employee who is not a national of the country in which the work is taking place and who is not required by the country for the performance of work on a U.S. Government contract or subcontract (for portions of contracts performed in the United States), the Contractor shall not be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

50. Exempt from the requirement to provide return transportation or pay for the cost of return transportation.

51. For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, any payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the entity for portions of contracts performed inside the United States, except that:

52. The requirements of paragraphs (b)(7)-(f) of this clause shall not apply to an employee if:

   (A) Legally permitted to remain in the country or one of the countries.
   (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation.

53. "Regard..." means-...

54. Each subcontractor certification shall be retained in the subcontract file of the awarding contractor.

55. "Disclosed..." means-...

56. Regarding Payments to Influence Certain Federal Transactions, from each person...

57. A person who makes an expenditure prohibited under paragraph (b) of this clause or who writes a letter or files or makes an amendment to the disclosure as required under paragraph (d) of the provision at FAR 52.203-1L, Certification and Disclosure Regarding Payments to Foreign Officials, the Contractor shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedies available to the Government.

58. Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure made.

59. The Contractor shall include the substance of this clause, including this paragraph (g), in any subcontract exceeding $150,000.
(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not:
(i) Require the Contractor to waive its attorney-client privilege or the protections provided by the attorney work product doctrine.
(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment right.
(iii) Restrict the Contractor from-
(A) Conducting an internal investigation; or
(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-
(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; 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 appropriate-
(i) To the size and complexity of the contract;
(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies that are critical to the national security or defense.

(3) Minimum requirements: The compliance plan must include, at a minimum, the following:
(i) An awareness program that informs the Contractor of the 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/trafficking.
(ii) A process for employees to report, without fear of retaliation, activity consistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-888-428-TEES and the email address at help@freehr.
(iii) A recruitment and wage plan that only permits the use of recruitment companies, trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet or exceed the legally required wage or salary.
(iv) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agent, subcontractor, or subcontractor employees that have engaged in such activities.

(4) Posting.

The Contractor shall post the relevant contents of the compliance plan, no later than the inception of contract performance, at the workplace (unless the contract is to be performed in the field or not in a fixed location) and on the Contractor’s website (if one is maintained). If posting at the workplace or on the website is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that:
(i) It has implemented a written and binding 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 engaging in prohibited activities;
(ii) After 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 agents is engaged in any such activities; or
(B) If it has reason to believe that any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial actions and safeguards to ensure that such activities do not recur; and
(iii) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-
(A) Is for supplies, other than commercially available off-the-shelf items, or services to be performed outside the United States; and
(B) Has an estimated value that exceeds $500,000.

(2) If any subcontractor required by paragraph (i) of this clause 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.

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 adjudication 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 normally initiate an initial inquiry into any alleged research misconduct if the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the contracting officer and any affected research misconduct investigator. If the contractor

(1) Conducts an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies or a determination that there is not a finding of research misconduct or
(2) Is unable to conclude an investigation and requires the assistance of or information from the Department of State’s Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/trafficking.

(c) The Laboratory may accept a conclusion of misconduct in conducting an inquiry or investigation into an allegation of research misconduct if the LPO finds that:

(1) It is not necessary to all parties to the research project, subject, or institution to ensure the integrity of research misconduct findings.
(2) The research organization is not prepared to handle the allegation in a manner consistent with this clause;
(3) The investigation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry or investigation;
(4) Laboratory involvement is not necessary to protect the health, safety, or security, or to prevent harm to the public interest;
(5) The alleged involvement of criminal misconduct.

(d) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Laboratory, if it elects to conduct such an investigation or investigation, shall adhere to the following guidelines:

(1) Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct to the contractor’s attention in good faith without suffering retribution or retaliation. Safeguards include:
(A) Protection against retaliation; fair and objective procedures for examining and resolving allegations; and
(B) Adequate procedures for addressing concerns about the safeguardedness of information.
(2) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have 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 an independent official who was not involved in the inquiry or investigation.
(3) Accountability. The contractor shall coordinate inquiry, 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 completed within 180 days after receipt of a complete record.
(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulations, knowledge about a pending investigation or adjudication shall 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 completed or in process. The contractor must take all necessary corrective action that is needed to prevent its recurrence, to correct the record, and to appropriate remedies or a determination that no further action is warranted;

(e) 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 remedies actions and sanctions shall be positive considerations and shall be taken into account in assessing the need for any such remedies. If the Laboratory pursues any such action, it will inform the subject of the action of the outcome and any applicable appeals procedure.

(f) "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. "Falsification" 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. "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.

(g) "Research" means all basic, applied, and demonstration research in all fields of science, engineering, and mathematics, including but not limited to research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human 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.

(h) "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 records, both physical
and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

By executing this contract, the contractor provides its assurance that it has established an administrative process for people, information, or technical data, and reporting allegations of research misconduct; and that it will comply with its own administrative procedures, 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 (g), in subcontracts at all tiers that involve research.

37. COMPLIANCE WITH EXPORT CONTROL LAWS AND REGULATIONS (NOV 2019)

(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) In the event that this contract adds to, changes, supercedes, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations, including but not limited to,

1. The Atomic Energy Act of 1954, as amended;
2. The Arms Export Control Act (22 U.S.C. 2751 et seq.);
4. Trading with the Enemy Act (50 U.S.C. App. 5(b), as amended by the Foreign Assistance Act of 1961);
5. Assistance to Foreign Atomic Energy Activities (12 CFR part 50);
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 (31 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 803). 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 or are generated as part of the research efforts, 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/or information being transmitted under the performance of this contract may be subject to export laws and regulations governing export or re-export. This includes exported 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 by the Laboratory, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards, conducting technical standards review functions, must:

1. 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.
2. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (COA). [Use Form DOE F 1300.2 (05/2010)]
3. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

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, transfer of U.S. computer software to foreign nationals, technical data related to foreign nationals while they are visiting the United States or other countries or while they are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies. Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:

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

If the information, technology, and/or commodities do not fall into one of these categories, please contact the Contract Administration Manager at Argonne to determine if an export license is required. To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to your travel and do not distribute electronically or through email.

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 applicable column entitled, “Applicable DOE 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 Official. Such certification must be received by the Laboratory procurement Official 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 arisen, 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:

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 defined or adopted by voluntary consensus standards bodies, both domestic and international).

2. 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 directed by the Contracting Officer.

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.

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

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

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; housing, rigging, and lifting equipment; cranes; 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, all lab 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:

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<th>Grade 5</th>
<th>Grade 8</th>
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<tr>
<td><img src="image" alt="Grade 5 bolt headmark" /></td>
<td><img src="image" alt="Grade 8 bolt headmark" /></td>
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## Grade 5 fasteners with the following manufacturers' headmarks:

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<td>Jinn Her (TW*)</td>
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<table>
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<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
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<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
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## Grade 8 fasteners with the following manufacturers' headmarks:

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<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 Sieybo (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>
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</tbody>
</table>

## Grade 8.2 fastener with the following headmark:

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

Headmarkings are usually raised – sometimes indented.*KEY: CA-Canada, JP-Japan, TW-Taiwan, YU-the former Yugoslavia