### APPENDIX A

**ARGONNE TERMS AND CONDITIONS**

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

*(For Fixed Price Contracts)*

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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 to annul this contract without liability or, to deduct from the contract price or contract payment, or to otherwise recover for improper use of a contingent fee.

(b) "Bona fide agency," 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 or holds itself out as being able to obtain any Government contract or contracts through improper influence.

(c) If available, the contractor, in performing work under this contract, shall use U.S.-flag air carriers for transportation of personnel (and their personal effects) or property, to the extent that service by a U.S.-flag air carrier is available to provide such services.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions 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.

(e) The Contractor shall submit one legible copy of a rated on-board ocean bill of lading for each shipment originating within the United States, or within the first 24 hours for shipments originating outside the United States. Each bill of lading shall contain the following information:

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<tr>
<td>Vessel flag of registry</td>
<td>Vessel of name</td>
<td>Date of load</td>
<td>Date of discharge</td>
<td>Name of vessel</td>
<td>Gross weight in pounds and cubic feet if available</td>
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(f) The Contractor shall include the substance of this clause, including this paragraph (e), in each subcontract or purchase orders under this contract, except those described in paragraph (d).

RULES TO PROPOSAL DATA (MAY 2011)

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

NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, 10 days prior to the delivery of, or prior to completion of any servicing required by this contract, of the following items pertaining either:

1. Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of the contract, or
2. Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries.

(b) The Contractor shall specify the part or parts of the items which contain radioactive materials, the materials, and the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (DFARS 52.204-107).

The Laboratory Procurement Representative shall insert the number of days required in advance of delivery of the item or completion of the servicing of the service to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.001.

(i) The number of days is calculated as follows:

1. If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Laboratory Procurement Representative or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—

   1. Be submitted in writing;
   2. State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
   3. Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(ii) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts, or subassemblies are delivered to the Government or are transported in ocean vessels shall be clearly marked and labeled as required by the latest revision of MIL-STD-129 in effect on the date of the contract.

(c) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

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

4. 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 both of which are outside the United States, "United States" means the 50 States, the District of Columbia, and outlying areas.


6. Section 5 of the International Air Transportation Fair Practices Act of 1974 (49 U.S.C. 40118) requires that all Federal agencies and Government contractors and subcontractors use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by a U.S.-flag air carrier is available to provide such services.

7. The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, 10 days prior to the delivery of, or prior to completion of any servicing required by this contract, of the following items pertaining either:

A. Items the Contractor is reselling or distributing to the Government without adding value. (Generally, the Contractor does not add value to the items subcontracted for, e.g., transportation, packing, etc.)
B. A construction contract; or
C. A supply contract or agreement for ocean transportation services; or
D. Shipped in direct support of U.S.-military operations.

8. GUIDANCE regardings fair and reasonable rates for privately owned U.S.-flag commercial vessels may be obtained from the Office of Costs and Rates Maritime Administration 1907 Seventh Street, SW Washington, DC 20590 Phone: 202-366-2324

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.

NOTICE TO THE LABORATORY OF LABOR DISPUTES (OCT 1999)

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

(b) The contractor agrees to notify the Laborator y, as soon as practicable, including the paragraph (b) in any subcontract to which a labor dispute may delay the timely performance of this contract except that no such notice need be made if, in the event its 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 labor disputes.

REPORTS (OCT 1999)

The contractor shall furnish interim reports to the Laboratory from time to time requested, in such form and number as may be required by the Laboratory, summarizing activities of the Contractor in accordance with the subcontract agreement or contract, required by the Laboratory. All reports delivered to the Laboratory under this contract shall contain a signature page which will identify the persons preparing the report and the persons approving the report.

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 earlier; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403- 4, the Contractor shall require that, in the event its 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 labor disputes.

(b) The contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.403-2 that, to the best of its knowledge and belief, the data submitted under paragraph (a) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) In each subsequent contract that exceeds the threshold for submission of certified cost or pricing data at FAR 15.403-4, when entered into, the Contractor shall insert either—

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

1. Except as provided in paragraph (e) of this clause, the Cargo Preference Act of 1954 (46 U.S.C. 174(b)) requires that Federal agencies and all agencies which have in their possession or control privately owned U.S.-flag commercial vessels at least 50 percent of the gross tonnage of equipment, materials, or commodities that may be transported in ocean vessels (computed separately for dry bulk carriers, dry cargo liners, and tankers). 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 —

2. Acquired for a U.S. Government agency account —

3. Furnished to, or for the account of, any foreign nation without provision for reimbursement —

4. Furnished for the account of a foreign nation in connection with which the United States advances funds or credits, or guarantees the convertibility of foreign currencies; or

5. Acquired with advance of funds, loans, or guarantees made by or on behalf of the United States.

(b) The Contractor shall use privately owned U.S.-flag commercial vessels to ship at least 50 percent of shipments involved under this contract (computed separately for dry bulk carriers, dry cargo liners, and tankers) whenever shipping any equipment, materials, or commodities under the conditions 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.

(...continue on next page)
11. PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA—MODIFICATIONS (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) a contractor or subcontractor furnished the contractor certified cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data;

(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;

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

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount then applicable underprice rate effective for each quarter prescribed by the Secretary of Defense included in the price, unless an exception under FAR 15.403-1 applies.

(c) The contractor must submit any “proposal for adjustment” (hereafter referred to as proposal) to the Government within 30 days from the date of receipt of the written order. However, if the proposal is submitted within the time specified by this contract, the contractor may be liable to and shall pay the Laboratory the time such overpayment or underpayment would not have increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

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

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-2 applies.

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

(1) the contractor or 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;

(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;

(3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount then applicable underprice rate effective for each quarter prescribed by the Secretary of Defense included in the price, unless an exception under FAR 15.403-1 applies.

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 specially 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, or the time required for, performance of any part of the work, except as prohibited by paragraph (d)(2)(ii) of this clause, the authorized Laboratory Procurement Official shall authorize the increase or decrease, or both, in the cost.

(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 proposal is submitted within the time specified by this contract, the contractor shall be liable to and shall pay the Laboratory the time such overpayment is increased in the amount to be offset even if the available data had been submitted before the “as of” date specified on its Certificate of Current Cost or Pricing Data.

(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 of the property.

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

14. EXTRAS (OCT 1999)

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

15. WARRANTY OF SUPPLIES (JUN 2014)

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

When the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contract specifies the energy consuming products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar® at: http://www.energystar.gov.

When the contract requires the specification or delivery of imaging equipment (i.e. copiers, digital cameras, or scanners), the contract specifies the Energy Star® labeled imaging equipment or products that meet the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, or it’s Alternate I.

When the contract requires the specification or delivery of televisions, the clause at FAR 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) shall apply, or it’s Alternate I.

16. LEADERSHIP IN ENVIRONMENTAL, ENERGY, AND ECONOMIC PERFORMANCE (http://www.archives.gov/federal)
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. The Government, therefore, where 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 until such time as title shall pass to the Government.

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

(2) Assumption by the contractor of responsibility for supplies delivered to the Laboratory at the destination specified in the contract, whichever is later, if transportation is f.o.b. destination.

(c) Paragraph (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 such time as title shall pass to the Government.

(d) Paragraph (b) above shall apply.

Under paragraph (b) above, the contractor shall not be liable for loss of or damage to supplies caused by the negligence of officers, agents, or employees of the Laboratory acting within the scope of their employment.

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

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

(b) The contractor shall provide and maintain an inspection system acceptable to the Laboratory covering all supplies furnished under this contract for which the Laboratory has responsibility. The Laboratory may require the contractor to furnish such inspection records as the Laboratory shall request. Supplies that have been inspected in accordance with the inspection system and have been found by the contractor to be in conformance with contract requirements shall be deemed to meet requirements. As part of the system the contractor shall prepare records evidencing all inspections made under the system and the outcome of these records shall be kept complete and made available to the Laboratory during contract performance and for as long afterwards 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.

(c) The Laboratory has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Laboratory shall perform inspections and tests in a manner that will not unduly delay the work. The Laboratory assumes no contractual obligation to perform any inspection or test for the benefit of the contractor unless specifically set forth elsewhere in this contract.

(d) If the Laboratory performs inspection or test on the premises of the contractor or of a subcontractor, the contractor shall furnish, and shall require subcontractors to furnish, any 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 the expense of Laboratory inspection and testing at places other than at the contractor’s or subcontractor’s premises; provided, that in case of rejection, the Laboratory shall not be liable for any additional in the value of inspection or test taken.

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

(f) The Laboratory may also charge the contractor for any additional cost of inspection or test when prior rejection makes reinspection or test necessary.

(g) The Laboratory has the right either 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 disposition instructions. The contractor shall remove all nonconforming supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.

(h) If the contractor fails to promptly remove, replace or correct rejected supplies that are required to be replaced, the Laboratory may either (i) terminate the contract in whole or in part; (ii) require the contractor to pay an adjustment to the contractor for the cost of removing such supplies without disclosing the former rejection or requirement for correction, and when required, to disclose the corrective action taken; or (iii) use such supplies without disclosing the former rejection or requirement for correction.

(i) (1) If this contract provides for the performance of Laboratory quality assurance at source, and if requested by the Laboratory, the contractor shall furnish advance notification of the time (i) when contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for Laboratory inspection.

(2) The Laboratory’s request shall specify the period and method of the advance notification and the Laboratory representative to whom it shall be furnished. Requests shall not require more than 2 weeks’ notice in advance of standard inspection or test when the supplies are in the contractor’s possession.

(j) The Laboratory shall accept or reject supplies as promptly as practicable after delivery, unless otherwise specified in the contract and shall accept or reject supplies based on the best available information. The Laboratory shall not relieve the contractor from responsibility, nor impose liability on the contractor, for nonconforming supplies.

(k) Inspections and tests by the Laboratory do not relieve the contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.

(l) If the acceptance is not conclusive for any of the reasons in paragraph (k) hereof, the Laboratory, in addition to any other rights or remedies provided by law, under other provisions of this contract, shall have the right to require the contractor (1) at no increase in contract price to correct on site any latent defects of nonconforming supplies and to correct any defects of delivery or at the contractor’s plant at the Laboratory’s election, and in accordance with a reasonable delivery schedule as may be agreed upon between the contractor and the Laboratory; or (2) within a reasonable time after receipt by the contractor of notice of defects of nonconforming supplies, Laboratory such portion or portion thereof is to be furnished with such quantities and at such times as are equitable under the circumstances if the Laboratory elects not to require correction or replacement. When supplies are returned to the contractor, the contractor shall bear the transportation costs of return. In the case of such supplies being nonconforming supplies, the contractor shall not be liable for loss or damage to such supplies in transit, unless such loss or damage is found by the contractor to be in conformity with contract requirements, and such supplies can be returned to the contractor in a reasonable manner as may be agreed upon between the contractor and the Laboratory in the event of such failure, the contractor shall

18. PERMITS OR LICENSES (OCT 1999)

Except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses in connection with the work performed hereunder. The contractor shall procure such permits or licenses and shall advise the Laboratory of the same in writing. http://energy.gov/sites/prod/files/23.0_EO_13514_Federal_Leadership_in_Environment%2C_Energy%2C_and_Economic_Performance_Update.pdf

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. The Laboratory may assign the whole or any part of this contract to the Government or its designee.

(b) The contractor shall not subcontract any work hereunder without the prior written approval of the Laboratory. When requesting such approval, the contractor shall furnish the Laboratory with a statement 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 acquisition process, policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology website at http://checklists.nist.gov.

21. SUBCONTRACTS FOR COMMERCIAL ITEMS (JULY 2014)

(a) Definitions. As used in this clause—

(1) "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definition 2.101.

(2) "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

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

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


(2) Acceptance by the Laboratory or delivery of the supplies to the Laboratory at the time (i) when contractor inspection or tests will be performed in accordance with the terms and conditions of the contract and (ii) when the supplies will be ready for delivery and manufacturing, whichever is later, shall constitute acceptance by the Laboratory.

(c) Subcontracts shall include the terms of this clause, including paragraph (d), in subcontracts awarded under this contract.

22. PROPERTY (JAN 2013)

(a) Furnishing of Government property. The Laboratory reserves the right to furnish any property or service required in connection with the work under this contract.

(b) Title to property. Except as otherwise provided by the Laboratory Procurement Officer, title to all materials, equipment, supplies, and tangible personal property of every kind and description purchased by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass directly from the vendor to the Government. The Laboratory reserves the right to inspect, and to accept or reject, any item of such property purchased by the Contractor. The Contractor shall make such disposition of rejected items as the Laboratory Procurement Officer shall direct. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Government upon (1) issuance for use of such property in the performance of this contract, or (2) commencement of processing or use of such property by or for the Government. The Contractor shall not be liable for any property or any part thereof, be or become a fixture or lose its identity as personality by reason of alteration, reduction, or incorporation in other property.

(c) Identification. To the extent directed by the Laboratory Procurement Officer, the contractor shall identify Government property coming into the Contractor’s possession or custody, by marking or otherwise tagging such property in such a way, satisfactory to the Laboratory, as shall indicate its ownership by the Government.

(d) Disposition. The Contractor shall make such disposition of Government property which has come into the possession of or been acquired by the Contractor as the Laboratory Procurement Officer may direct during the progress of the work or upon completion or termination of this contract. The Contractor shall comply with such terms and conditions as the Laboratory Procurement Officer may approve, sell, or exchange such property, or acquire such property at a price agreed upon by the Laboratory Procurement Officer and the Contractor and the fair value thereof. The Contractor shall not be liable for any loss or damage to any Government property or any part thereof, be or become a fixture or lose its identity as personality by reason of alteration, reduction, or incorporation in other property.

(e) Protection of Government property—management of high-risk property and classified materials. The Contractor shall protect Government property, including high-risk property and classified materials, from improper disposition, loss, or damage during the performance of this contract.
according to 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 property throughout the life cycle of the property and materials consistent with the policies and procedures contained in the Federal Property Management Regulations (41 CFR chapter 101), the Department of Energy (DOE) Property Management Regulations (41 CFR chapter 109), and other applicable regulations. 

(3) High-risk property is property, the loss, destruction, damage to, or the unintended or improper 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 material, controlled, chemically or radioactively contaminated, hazardous, and specially designed and prepared property, including property on the militarily critical technologies list. 

(f) Risk of loss of Government property.  

(1) 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 management personnel;  

(B) Failure of the Contractor's managerial personnel to take all reasonable steps to ensure that any appropriate Contractor officer to safeguard such property under paragraph (e) of this clause; or  

(C) Failure of contractor managerial personnel to establish, administer, or properly maintain an approved property management system in accordance with paragraph (f)(1) of this clause.  

(ii) If, after an initial review of the facts, the Laboratory Procurement Official determines that the Contractor has reason to believe that the loss, destruction, or damage to the government property resulted from acts 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, or damage.  

(2) In the event that the Contractor is determined liable for the loss, destruction or damage to Government property in accordance with (f)(1) of this clause, the Contractor's compensation to the Government shall be determined as follows:

(i) For damaged property, the compensation shall be the cost of repairing such damaged property, or the fair market value of the property, whichever is less. In the event that the Contractor determines that the fair market value of the property does not exist, the Laboratory Procurement Officer shall determine the fair market value of such property, consistent with all relevant facts and circumstances.

(ii) For destroyed or lost property, 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 and costs associated with the disposal of destroyed property. If a fair market value of property does not exist, the Laboratory Procurement Official shall determine the value of such property, consistent with all relevant facts and circumstances.

(3) The portion of the cost of insurance obtained by the Contractor that is allocable to coverage of risks of loss referred to in paragraph (f)(1) of this clause shall not be reimbursable.

(g) Steps to be taken in event of loss. In the event of any damage, destruction, or loss to Government property in the possession or custody of the Contractor with a value above the threshold set out in the Contractor's approved property management system, the Contractor —

(1) Shall immediately inform the Laboratory Procurement Officer of the occasion and extent thereof;

(2) Shall take all reasonable steps to protect the property remaining, and shall repair or replace any damaged or lost property with written direction of the Laboratory Procurement Official. The Contractor shall take no action prejudicial to the right of the Government to recover therefrom, and shall furnish to the Government, on request, all reasonable assistance in obtaining recovery;

(3) For damaged property, shall —  

(a) Notify the Government of the loss as soon as practicable;

(b) Submit to the Government a full and detailed report of the loss and its cause;

(c) Keep all records of the loss and submit them to the Government upon request; and

(d) Furnish the Government with photographs, sketches, or other evidence of the property to which the claim relates.

(4) For destroyed or lost property, shall —

(a) Submit to the Government a full and detailed report of the loss and its cause;

(b) Keep all records of the loss and submit them to the Government upon request; and

(c) Furnish the Government with photographs, sketches, or other evidence of the property to which the claim relates.

(h) Property management —

(1) Property Management System.  

(i) The Contractor shall establish, administer, and properly maintain an approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The Contractor's property management system shall be submitted to the Laboratory Procurement Officer for approval and shall be consistent with business practice, applicable Federal Property Management Regulations and Department of Energy Property Management Regulations, and such directives or instructions which the Contracting Officer may from time to time prescribe.

(ii) In order for a property management system to be approved, it must provide for—

(A) A comprehensive coverage of the requirement identification throughout its life cycle, to final disposition;

(B) [Reserved]

(C) Full integration with the Contractor’s other administrative and financial systems; and

(D) A method for continuously improving property management practices through the identification of best practices established by “best in class” performers.

(3) Property Inventory.  

(i) Unless otherwise directed by the Laboratory Procurement Official, the Contractor shall maintain in its possession a property inventory containing all items of Government property.

(ii) If the Contractor acquires property in the performance of this contract, the Contractor shall conduct a joint reconciliation of the property inventory with the predecessor contractor. The Contractor agrees to participate in a joint reconciliation of the property inventory at the completion of this contract. This information will be used to provide a baseline for the succeeding contract as well as information for closeout of the predecessor contract.

(i) The term “contractor’s managerial personnel” as used in this clause means the Contractor’s directors, vice presidents, presidents, superintendents, or other equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business; or

(2) Substantially all of the Contractor’s operations at any one facility or separate location to which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of any of the preceding items of this paragraph (i).

(2) The Contractor shall include this clause in all cost reimbursable subcontracts.
28. 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; or

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

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

(b) The contractor's right to terminate this contract under subdivisions (1)(A) and (1)(B) 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) The contractor may not terminate the contract for any reason other than: (i) nonperformance of an obligation of the Laboratory, or (ii) the contractor's default under paragraphs (a)(1) and (a)(2).

(d) If the contractor terminates the contract under this paragraph (d), the contractor shall:

(1) Return to the Laboratory any materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contractual rights or subcontracts;

(2) Pay to the Laboratory the purchase price of the materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, contractual rights, and subcontracts.

30. RESTRICTION ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(a) Except as authorized by the President of the United States, the contractor shall not enter into any agreement for the purchase of any goods, materials, equipment, or services of any kind from any country, for delivery or performance in any country, which have been: (A) produced in, or obtained from, Cuba, Iran, or North Korea; (B) sold, transported, or delivered to Cuba, Iran, or North Korea; (C) purchased, or otherwise acquired in Cuba, Iran, or North Korea and then sold, transported, or delivered to the contractor in the United States; or (D) otherwise produced, sold, transported, or delivered to Cuba, Iran, or North Korea by a person subject to United States jurisdiction.

(b) The term “country” as used in this clause includes a territory, subsidiary of a foreign country, or any independent political subdivision of a country.

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

(a) Definitions. As used in this clause—

"Agency" means an executive agency as defined in Federal Acquisition Regulation (FAR) 2.101.

"Cleared Federal action" means any of the following actions:

(1) Awarding any Federal contract.

(2) Making any Federal loan.

(3) Entering into any cooperative agreement.

(4) Providing any Federal financial assistance.

(5) Entering into any subcontract.

(6) Providing any Federal assistance.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450b) and include Alaskan Natives.

"Influence" means any attempt or request by an Indian tribe or tribal organization to influence, or the exercise of the ability to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, a Federal employee, or an employee of a Member of Congress in connection with any activity covered by this clause.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise organized, in any Indian tribe, or a unit of governmental authority, including a local public authority, a special district, an infrastate district, a council of governments, a special district, a county, a city, a municipality, a county or city department, or a State or local government.

"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 a position under a temporary appointment.

(2) An individual who is employed by the United States under a Cooperative Agreement, including appointment under a temporary appointment.

(3) A member of the uniformed services, as defined in subsection 101(5), Title 37, United States Code.

(4) A special Government employee, as defined in statute 212, Title 18, United States Code.

(5) Any individual who is a member of a Federal advisory committee, as defined in the Federal Advisory Committee Act, as amended. "Person" means an individual, corporation, company, association, authority, firm, partnership, society, state, and local government, regardless of whether such entity is operated for profit, or not for profit. This term includes an Indian tribe, tribal organization, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans.
from an agency, but only with respect to expenditures by such tribe or organization that are made for purposes specified in paragraph (b) of this clause and are permitted by other Federal law.

"Reasonable compensation" means, with respect to a regularly employed employee of a person requesting or receiving a covered Federal action, any compensation that the person would be entitled to receive, regardless of whether same would be considered unallowable or unreasonable.

(b) Definitions. As used in this clause—

(1) "Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person by means of—

(i) Using force, fraud, or coercion;

(ii) The abuse or threatened abuse of law or the legal process.

(2) "Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, in which the person induced to perform such act has not attained 18 years of age; or

(3) "Commercial sex act" means sexual services of any nature sold or performed by a person for consideration.

(c) Requirements. Any claim or suit under this clause; and

(d) Civil Remedies. Any action or proceeding under this clause; and

(e) Civil Penalties. Any civil penalty under this clause; and

(f) Civil Penalty. Any civil penalty under this clause.

36. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

Applies To Contracts That Exceed $30,000 in Value

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

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

(A) Is available commercially to any potential contractor for sale or lease (or sale or lease to the contractor for the purpose of a commercial sex act).

(B) The application or adaptation of the person's products or services for an agency's use.

(C) Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(D) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(e) Notification. A Contractor shall—

(1) If the Contractor did not submit OMB Standard Form LLL, Disclosure of Lobbying Activities, with its offer, but requests to file or amend the disclosure to be filed; or

(2) If the Contractor did not submit OMB Standard Form LLL, disclosure pursuant to paragraph (d) of the provisions of the Federal Procurement Disclosure and Disclosures Regarding Payment to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the instance of the person notifying the bankruptcy of the contractor, submit to the Contracting Officer within 30 days a updated disclosure form OMB Standard Form LLL.

(f) Civil Penalties. Any civil penalty under this clause.

36. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

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

(A) Is available commercially to any potential contractor for sale or lease (or sale or lease to the contractor for the purpose of a commercial sex act).

(B) The application or adaptation of the person's products or services for an agency's use.

(C) Sex trafficking means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

(D) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

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(2) If the Contractor did not submit OMB Standard Form LLL, disclosure pursuant to paragraph (d) of the provisions of the Federal Procurement Disclosure and Disclosures Regarding Payment to Influence Certain Federal Transactions, and a change occurs that affects Block 10 of the OMB Standard Form LLL (name and address of lobbying registrant or individuals performing services), the Contractor shall, at the instance of the person notifying the bankruptcy of the contractor, submit to the Contracting Officer within 30 days a updated disclosure form OMB Standard Form LLL.

(f) Civil Penalties. Any civil penalty under this clause.
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 manipulating research materials, equipment, or processes, or changing or omitting data or results such that the research is not accurately represented in the research record. "Finding of Research Misconduct" means a determination, based on a preponderance of the evidence, that research misconduct has occurred. "Inquiry" means information gathered and findings developed to determine whether an alleged or apparent instance of misconduct warrants an investigation. "Investigation" means the formal examination and evaluation of the relevant facts. "Plagiarism" means the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

Research Misconduct (Jul 2005)

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

(b) Unless otherwise instructed in a negotiated contract (see FAR Subpart 49.5), the contractor shall conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the investigating official and, unless otherwise instructed in a negotiated contract (see FAR Subpart 49.5), the contractor shall conduct an investigation into any allegation of research misconduct. If the investigator finds that there is sufficient evidence to proceed to an investigation, it must notify the investigator and, unless otherwise instructed in a negotiated contract (see FAR Subpart 49.5), the contractor shall conduct an investigation into any allegation of research misconduct.

(c) To the extent possible, consistent with fair and thorough processing of the allegation, the contractor shall inform the LPO if an initial inquiry supports a formal investigation and, if requested by the LPO, shall provide the LPO with a copy of any evidence submitted to support the allegation or developed in response to the allegation. The contractor must coordinate remedial actions with all export control statutes and regulations. Unless authorized by appropriate government license or regulation, contractor agrees not to export directly or indirectly any technology, software or materials resulting from the research, except as permitted by the Export Control Act of 1979, as amended, export control statutes, regulations or rules, 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.

Export Control Information (Nov 2002)

The United States is committed to encouraging technology exchanges that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its employees perform on one or more of the DOE's national security programs 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. An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are visiting the United States or other countries or while you are visiting their country are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technology and research misconduct.

Conflicts of Documentation (May 2001)

Any discrepancy, inconsistency, or conflict in the SCHEDULE or in one or more of the documents identified in the article entitled, "Applicable Documentation", which can be reasonably ascertained by the contractor shall be immediately reported in writing to the Laboratory Procurement Official. Any work undertaken by the contractor without such decision shall be at the contractor's own risk.

Limitations Period (May 2001)

Any action brought by the contractor for breach of contract, request for equitable adjustment, or any claim under this contract or any claim arising out of the Contractor's rights, duties, or obligations under the contract must be filed with the Laboratory Procurement Official within two (2) years from the date when the claim first arises, and in no event more than five (5) years from the date of performance of the 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.

Integration Clause (May 2001)

This contract reflects 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.

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 the Department of Energy (DOE) Technical Standards, conducting technical standards review activities, selecting technical standards, or the use of DOE-developed or -supplied equipment, software, or other technologies, shall comply with all applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact on whether it was done knowingly or intentionally, and whether it was an isolated or pattern of event.

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

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

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

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

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

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; cranes; hoists; valves; pipe and fittings; electrical equipment and devices; plate, bar, shapes, channel members, and other heat treated materials and structural items; welding rod and electrodes; and computer memory modules. The contractor’s warranty also extends to labels and/or trademarks or logos affixed, or designed to be affixed, to items supplied or delivered to the Laboratory. In addition, because falsification of information or documentation may constitute criminal conduct, the Laboratory may reject and retain such information or items, at no cost, and identify, segregate, and report such information or activities to cognizant Department of Energy officials.
HEADMARK LIST

ALL GRADE 5 AND GRADE 8 FASTENERS OF FOREIGN ORIGIN WHICH DO NOT BEAR ANY MANUFACTURERS' HEADMARKS

Grade 5

Grade 8

GRADE 5 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

J Jinn Her (TW)

KS Kosaka Kogyo (JP)

GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS' HEADMARKS:

MARK MANUFACTURER MARK MANUFACTURER

A Asahi Mfg. (JP) KS Kosaka Kogyo (JP)

NF Nippon Fasteners (JP) RT Takai Ltd (JP)

H Hinomoto Metal (JP) FM Fastener Co of Japan (JP)

M Minamida Sietobo (JP) KY Kyoei Mfg (JP)

MS Minato Kogyo (JP) J Jinn Her (TW)

Hollow Triangle Infasco (CA TW JP YU) (Greater than 1/2 inch dia)

E Daiei (JP) UNY Unytita (JP)

GRADE 8.2 FASTENERS WITH THE FOLLOWING HEADMARKS:

MARK MANUFACTURER

KS Kosaka Kogyo (JP)

GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

MARK MANUFACTURER

Type 1 A325 KS Kosaka Kogyo (JP)

Type 2 A325 KS

Type 3 A325 KS

Headmarkings are usually raised – sometimes indented.

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

ANY BOLT ON THIS LIST SHOULD BE TREATED AS DEFECTIVE WITHOUT FURTHER TESTING.
OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE
USED OR REFURBISHED SEE: http://www.saftek.com/worksafe/bull82.txt