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

(For Fixed Price Contracts)

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5. (d) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for
transportation of radioactive materials, the contractor shall notify the Laboratory Procurement Representative or designee, in writing,
within 20 working days of the date of loading for shipments originating in the United States, or
within 20 working days for shipments originating outside the United States. Each bill of
lading copy shall contain the following information:
   (A) Sporsering U.S. Government agency.
   (B) Name of vessel.
   (C) Vessel flag of registry.
   (D) Date of loading.
   (E) Port of loading.
   (F) Port of final discharge.
   (G) Description of commodities (i.e., o.b., destination shipment).
   (H) Gross weight in pounds and cubic feet if available.
   (i) within 20 working days of the date of loading for shipments originating in the
   United States, or
   (j) within 20 working days following day for shipments originating outside the United States.

   (e) 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).

   (f) Guidance regarding fair and reasonable rates for privately owned U.S.-flag commercial vehicles
   may be obtained from:
   (A) The Office of Costs and Rates
   Maritime Administration
   400 Seventh Street, SW
   Washington, DC 20590

   Phone: 202-366-2224

6. APPLICABLE LAW (OCT 1999)

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

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

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

(b) The contract administrator, including this paragraph (b), in any subcontract in which a labor dispute may delay the timely performance of this contract, except that each subcontract shall be cleared and is 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 relations concerning the dispute.

8. REPORTS (OCT 1999)

The contractor shall furnish intermediate 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 connection with this contract.

9. SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

(a) Before awarding any subcontract expected to exceed the threshold for submission of certified
cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of
award, whichever is later, or before pricing any subcontract modification involving a pricing adjustment
expected to exceed the threshold for submission of certified cost or pricing data at FAR 15.403-
4, the Contractor shall require the subcontractor to certify that, in the event its timely performance is delayed or
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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 relations concerning the dispute.
(1) The substance of this clause, including this paragraph (c), if paragraph (a) of this clause requires submission of certified cost or pricing data for the subcontract; or
(2) The substance of this 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, except that this clause does not apply to any modification if an exception under FAR 15.403-4 applies.
(2) Be limited to such modifications.

(b) Before awarding any subcontract 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 certify in substantially the form prescribed in FAR 15.408-5, that, to the best of its information and belief, the data contained in the paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.408-5, that, to the best of its information and belief, the data contained in the 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.

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

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

(a) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because—
(1) A 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, or
(3) Any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

(b) Any reduction in the contract price under paragraph (a) of this clause due to defective data from a subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which—
(1) The actual subcontract or
(2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontractor cost estimate submitted by the Contractor, provided that, if the subcontract cost estimate was not itself affected by defective certified cost or pricing data.

(c) If 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.

(d) (1) If the Laboratory Procurement Official determines under paragraph (b) of this clause that the contract price would not have been increased in the amount of such overpayment if accurate, complete, and current certified cost or pricing data had been submitted.
(2) The Laboratory Procurement Official should have known that the certified cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Laboratory Procurement Office.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the Laboratory at the time such overpayment is determined appropriate by the Laboratory Procurement Official based upon the facts shall be allowed against the amount of such overpayment—
(A) The undersigned data were known by the Contractor to be understated before the “as of” date specified on its Certificate of Current Cost or Pricing Data; or
(B) The Laboratory proves that the facts demonstrate that the contract price would not have been increased by the amount of such overpayment if the Contractor or subcontractor knowingly submitted certified cost or pricing data that were incomplete, inaccurate, or noncurrent.

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 manufactured for the Laboratory in accordance with the drawings, designs, or specifications, are not ready to be supplied. The change of this type may not be made unless the Laboratory has agreed to the change; and
(2) Method of shipment or packaging.

(b) 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) 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 specified in paragraph (a) of this change.
(2) The Laboratory Procurement Official may receive and act upon a proposal submitted before final payment of the contract for modification of a contract price to include increased costs for items procured under the contract.
(3) The authorized Laboratory Procurement Official shall have the right to prescribe the manner of the disposition of the property.

(c) If any change causes an increase or decrease in the cost of, or the time required for, performance under the contract, or if any such change was caused by a default of the Contractor, or if any such change was caused by a default of the Laboratory, the authorized Laboratory Procurement Official shall have the right to prescribe the manner of the disposition of the property.

(d) If any change causes an increase or decrease in the cost of, or the time required for, performance under the contract, or if any such change was caused by a default of the Contractor, or if any such change was caused by a default of the Laboratory, the authorized Laboratory Procurement Official shall have the right to prescribe the manner of the disposition of the property.
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 or when the Laboratory takes physical possession of the supplies, unless the contractor anticipates such early passage of title.

(b) Unless the contract specifically provides otherwise, risk of loss or of damage to supplies shall remain with the contractor until the supplies have been inspected and accepted by the Laboratory, and shall pass to the Government upon the earlier of:

   (1) Approval of the supplies by the Laboratory if, as a result of an acceptance test, a rejection is made, or

   (2) Acceptance by the Laboratory of the supplies if, as a result of an acceptance test, the Laboratory does not reject such supplies.

(c) If the contractor fails to remove or replace nonconforming supplies, or to correct rejected supplies, within the time period specified in the contract, then the Laboratory shall then remove or replace such supplies or correct rejected supplies at the contractor's expense, and the contractor shall pay the expenses incurred by the Laboratory.

(d) The Laboratory may charge the contractor for any additional cost of inspection or test incurred by the Laboratory in inspecting or testing the supplies or the contractor's facilities.

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 under this contract, and shall deliver to the Laboratory for inspection and testing all supplies that are nonconforming when they are defective in material or workmanship or are not otherwise in conformity with contract requirements. The Laboratory may reject nonconforming supplies with or without disposition instructions.

(c) The contractor shall remove rejected or defective supplies, or correct nonconforming supplies, at its own expense, except where the Laboratory shall provide the contractor with written notice of nonconformance prior to inspection and test. In such event, if the contractor finds that such nonconformance is not found, the contractor shall give written notice to the Laboratory of the conclusion that the nonconformance was not found, and shall not be liable for the expense of Laboratory inspections or tests made at the contractor's or subcontractor's premises; provided, that in case of rejection, the Laboratory shall not be liable for the expense of Laboratory inspections or tests made at other than the contractor's or subcontractor's premises, provided that the contractor shall bear the expenses of inspections or tests made at the contractor's or subcontractor's premises.

(d) The contractor shall notify the Laboratory in writing prior to the delivery of any supplies that are nonconforming, and the Insurance or other failures to meet contract requirements discovered before acceptance. Acceptance shall not be construed to relieve the contractor of responsibility for defects or other failures to meet contract requirements discovered after acceptance.

18. PERMITS OR LICENSES (OCT 1999)

Except as otherwise directed by the Laboratory, the contractor shall procure all necessary permits or licenses required for the work to be performed under this contract.

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 submit any subcontract under the contract, including any subcontract under the subcontract, to the Laboratory for approval. When requesting such approval, the contractor shall furnish the Laboratory with a complete description of the work proposed to be subcontracted, and such other information as the Laboratory shall require.

20. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate information technology security policies and requirements, including use of common security configurations available from the National Institute of Standards and Technology website at http://csrc.nist.gov.
(1) The contractor shall take all reasonable precautions, and such other actions as may be directed by the Laboratory Procurement Representative, or in the absence of such direction, in accordance with sound business practice, to safeguard and protect Government property in the contractor’s possession or custody.

(2) In addition, the contractor shall ensure that adequate safeguards are in place, and adhere to, the policies, practices, and requirements contained in the laboratory’s Property Management regulations (41 CFR chapter 101), the Department of Energy Property Management regulations (41 CFR chapter 109), and other applicable regulations and policies.

(3) High-risk property is the loss, destruction, damage to, or the unintended or premature transfer of which could or would constitute a threat to the public, the environment, national security interests of the United States. High-risk property includes proliferation sensitive, nuclear related dual use, export controlled, chemically or radioactively contaminated, hazardous, and specially defined and prepared property, including property on the military critical technologies list.

23. KEY PERSONNEL (OCT 1999)

The contractor shall furnish a list of project personnel to the Laboratory for approval and the contractor shall not employ any project personnel who have worked for us under this contract and shall not reassign or remove any of them without the consent of the Laboratory. Whenever, for any reason, the contractor wishes to reassign or remove any of them, the contractor shall provide the Laboratory with notice of his intention to do so. The contractor shall also inform the Laboratory in writing of any changes in the list of project personnel.

24. INTEGRITY OF UNIT PRICES (OCT 2010)

This clause applies to all subcontracts that exceed $150,000.

(a) All or substantially all of the contractor's business; or

(b) A separate and complete major industrial operation in connection with the performance of this contract.

(c) A separate and complete major construction, alteration, or repair operation in connection with the performance of this contract.

(d) A separate and complete major industrial operation in connection with the performance of this contract.

(e) A separate and complete major construction, alteration, or repair operation in connection with the performance of this contract.

(f) A separate and complete major industrial operation in connection with the performance of this contract.

(g) A separate and complete major construction, alteration, or repair operation in connection with the performance of this contract.

(h) A separate and complete major industrial operation in connection with the performance of this contract.

(i) A separate and complete major industrial operation in connection with the performance of this contract.

(j) A separate and complete major industrial operation in connection with the performance of this contract.

(k) The contractor shall include this clause in all cost reimbursable subcontracts.
29. DEFAULT (OCT 1999)

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

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

(c) Except for defaults of subcontractors at any tier, the contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the contractor. Examples of such causes include (1) acts of God or the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) civil or military insurrections. In each instance the contractor shall be entitled to perform the contract and without the fault or negligence of the contractor.

(d) If this or any other contract is terminated for default, the Laboratory may require the contractor to transfer title and deliver to the Laboratory, as directed by the Laboratory, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials”) in this clause) that the contractor has specifically produced or owned at the time of the termination of this contract. Upon direction of the Laboratory, the contractor shall also protect and preserve its property in its possession which the Laboratory or the Government has an interest.

The Laboratory shall pay the contract price for completed supplies delivered and accepted. The contractor and the Laboratory shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. The Laboratory may withhold from these amounts any sum the Laboratory determines to be necessary to protect the Laboratory against losses because of any lien or claims of former lien holders.

(e) If, at the termination, it is determined that the contractor was not in default or that the default was excusable, the rights, obligations and the parties shall be the same as if the termination had been for the convenience of the Contractor.

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

29. ANTI-KICKBACK PROCEDURES (MAY 2014)

(a) Definitions.

(1) "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or offering to obtain for the purpose of improperly obtaining or offering to obtain favorable treatment in connection with a prime contract or in connection with the execution of a subcontract relating to a prime contract.

(2) "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

(b) The prohibition in paragraph (a) of this clause does not preclude the Contractor from asserting any remedy under this clause or other legal remedies. The prohibition in paragraph (a) applies only to the extent that any agreement restricting sales by subcontractors results in the contractor being required to do business with a subcontractor that has an interest in a prohibited contract or agreement.

(c) Submission of Transportation Documents

(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that exceed $150,000.

(2) By a prime contractor or subcontractor, to the address identified below, when the amount of freight charges exceeds $150,000.

(d) Submission of Transportation Documents

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(h) Submission of Transportation Documents

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(i) Submission of Transportation Documents

(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that exceed $150,000.

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(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that exceed $150,000.

(k) Submission of Transportation Documents

(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that exceed $150,000.

(l) Submission of Transportation Documents

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(z) Submission of Transportation Documents

(1) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that exceed $150,000.
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 officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

“Reasonable payment” means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

“Recipient” includes the Contractor and all subcontractors. This term excludes all Indian tribes, tribal organizations, or any other Indian organization eligible to receive Federal contracts, grants, cooperative agreements, or loans from a Federal 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.

“Regularly employed” means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement from a Federal agency, the person is not regularly employed by such person or any other person to whom such person is regularly accountable for the services of such officer or employee.

“State” means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition. "31 U.S.C. 1352 prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action. In accordance with 31 U.S.C. 1352 the Contractor shall not use appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the award of this contract, extension, renewal, amendment, or modification of this contract.

(c) Requirements imposed by or pursuant to law as a condition for receiving any covered Federal action if that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include contractors, subcontractors, and others acting on behalf of the principal or contractor.

34. BANKRUPTCY (JUL 1995)

In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, or if there is a petition for bankruptcy of the contractor, the bankruptcy petition will be filed by the laboratory’s official responsible for administering the contract. This notification shall be made for purposes specified in paragraph (d) of the provision at FAR 52.203-11, Certification andDisclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding $150,000 under this contract.

The Contractor shall furnish to the Court, the bankruptcy trustee, and the bankruptcy Trustee shall not receive any information specifically requested by an agency or Congress is permitted at any time for purposes specified in paragraph (d) of the provision at FAR 52.203-11, Certification andDisclosure Regarding Payments to Influence Certain Federal Transactions, from each person requesting or receiving a subcontract exceeding $150,000 under this contract.

The Contractor shall include the substance of this clause, including paragraph (g), in any subcontract exceeding $150,000.

35. INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF AGREEMENT

In the event of inconsistency between the terms of this agreement and any translation into another language, the English language meaning shall control.

36. COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(a) Definitions. As used in this clause—

(i) "Coercion" means—

(1) Threats of serious harm to or physical restraint against any person;

(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act in serious harm or physical restraint against any person; or

(3) The abuse or threatened abuse of the legal process.

(ii) "Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

(iii) "Debt bondage" means that condition or status of a debtor arising from the pledge of his or her personal services or those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

(iv) "Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

(v) "Forced labor” means knowingly procuring or obtaining the labor or services of a person—

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint;

(3) As a condition of receiving a covered Federal action or of law or the legal process.

(vi) "Involuntary servitude “includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint or;

(2) The abuse or threatened abuse of the legal process.

(vii) "Sex trafficking” means—

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

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of threats or coercion;

(3) The exploitation of a person for pornographic表演, or

(4) Sex trafficking in which the required act was performed by a person under 18 years of age.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and subcontractors shall—

(1) Engage in no activity that is inconsistent with the United States government's zero tolerance policy described in paragraph (b) of this clause; or

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

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

(c) Compliance with Federal trafficking in persons regulations:

(1) Notify its employees of—

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

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

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

(d) Notification. The Contractor shall inform the Contracting Officer immediately of—

(1) Information received from the Federal law enforcement agency that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; or

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

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

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension or debarment of the Contractor;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determines that the Contractor failed to comply with the requirements of paragraphs (c), (d), or (f) of this clause;

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

(6) Any other remedies that the Contracting Officer may determine to be appropriate.

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

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at http://www.state.gov/t/ip.
37. 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) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101); and
(2) Sold in substantial quantities in the commercial marketplace;

(b) Requirement. Before entering into a subcontract that includes a commercial item, the contractor shall require each proposed subcontractor whose subcontract will exceed $30,000 in value to certify in writing to the subcontractor, or its principals, that it is not debarred, suspended, or proposed for debarment by the Federal Government;

(c) Contractor’s duty. The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000 in value to certify in writing to the subcontractor, or its principals, that it is not debarred, suspended, or proposed for debarment by the Federal Government;

(d) Subcontractors. If the subcontractor certifies as required, the contractor shall provide written notice of the subcontractor’s certification to the contractor’s lowest level of procurement official, who shall maintain the certification in the contractor’s file.

38. RESEARCH MISCONDUCT (JUL 2005)

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

(b) Within three business days of receipt of any notice of inquiry, investigation, or adjudication, the contractor shall conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that there is insufficient evidence to proceed to an investigation, it must notify the contractor and other interested parties in writing.

(c) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000 in value to certify in writing to the subcontractor, or its principals, that it is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A contractor shall notify the contractor’s lowest level of procurement official of the following categories:

(1) The name of the subcontractor;
(2) The compelling reason(s) for doing business with the subcontractor notwithstanding its debarment, suspension, or proposed debarment.

(e) The contractor shall require each proposed subcontractor whose subcontract will exceed $30,000 in value to certify in writing to the subcontractor, or its principals, that it is not debarred, suspended, or proposed for debarment by the Federal Government.

39. EXPORT LICENSE AGREEMENT (AUG 2002)

(a) The contractor understands that the materials and information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding the export of technical data to persons outside the United States. The contractor agrees to comply with export laws and regulations to ensure its compliance with export controls.

(b) The contractor shall provide all information to the Laboratory Procurement Official to support a responsible decision whether the contractor will be debarred, suspended, or proposed for debarment.

(c) The contractor shall notify the contractor’s lowest level of procurement official of the following categories:

(1) The contractor’s obligation to obtain all appropriate export licenses, keep required records, and comply fully with all export control statutes and regulations. Unless authorized by appropriate government license or permit, the contractor agrees not to export directly or indirectly any technology, software, or materials contained in or derived from the technology to a foreign national, whether it takes place in the United States or abroad. Technical information (data) processed, generated, or otherwise obtained to fulfill the requirements of this contract may constitute an export of technical data to a foreign national, whether it takes place in the United States or abroad.

(d) The contractor shall notify the contractor’s lowest level of procurement official if any research equipment, apparatus, software, or information, provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or workshops, or through computer networking or an export of technology.

(e) The contractor shall notify the contractor’s lowest level of procurement official if any research equipment, apparatus, software, or information, provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or workshops, or through computer networking or an export of technology.

(f) The contractor shall notify the contractor’s lowest level of procurement official if any research equipment, apparatus, software, or information, provided to a foreign national verbally, by mail, by telephone or facsimile, through visits or workshops, or through computer networking or an export of technology.

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

(a) The contractor understands that the materials and information being transmitted under the performance of this contract may be subject to U.S. Government laws and regulations regarding the export of technical data to persons outside the United States. The contractor agrees to comply with export laws and regulations to ensure its compliance with export controls.

(b) The contractor shall provide all information to the Laboratory Procurement Official to support a responsible decision whether the contractor will be debarred, suspended, or proposed for debarment.

41. CONFLICTS OF DOCUMENTATION (MAY 2001)

(a) The contract 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.

(b) 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.

(c) 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.

(d) 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.

42. LIMITATIONS PERIOD (MAY 2001)

(a) Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be initiated within two (2) years of the completion of the work. The contractor shall be entitled to recover interest and attorney’s fees in any equitable adjustment or claim for breach of contract brought after the completion of work.

(b) Any action brought by the contractor for breach of contract, request for equitable adjustment, or any other claim arising under the contract must be initiated within two (2) years of the completion of the work. The contractor shall be entitled to recover interest and attorney’s fees in any equitable adjustment or claim for breach of contract brought after the completion of work.

43. INTEGRATION CLAUSE (JUL 2005)

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

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

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

44. TECHNICAL STANDARDS PROGRAM (FEB 2011)

(a) The article applies if any Contractor personnel participate in development, review or selection activities related to DOE Technical Standards.
1. In the performance of this contract, the Contractor, when participating in the development of
Department of Energy (DOE) Technical Standards, conducting technical standards review
activities, and selecting technical standards for use to support assigned DOE missions and
functions, must:

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

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

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

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

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

45. 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 FASTENERS WITH THE FOLLOWING MANUFACTURERS’ HEADMARKS:

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<tr>
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<td>Jinn Her (TW)</td>
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<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
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GRADE 8 FASTENERS WITH THE FOLLOWING MANUFACTURERS’ HEADMARKS:

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<td>Nippon Fasteners (JP)</td>
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<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
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<td>M</td>
<td>Minamida Sieybo (JP)</td>
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<td>MS</td>
<td>Minato Kogyo (JP)</td>
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<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
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<td>E</td>
<td>Daiel (JP)</td>
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GRADE A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:

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<tr>
<td>Type 2</td>
<td>A325 KS</td>
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<tr>
<td>Type 3</td>
<td>A325 KS</td>
</tr>
</tbody>
</table>

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