## APPENDIX A

**ARGONNE TERMS AND CONDITIONS**

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

*(For Commercial Items)*

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1. ACCEPTANCE (OCT 1999)
Acceptance of this Purchase Order or contract (hereinafter called the "contract") must be in accordance with and strictly limited to these Terms and Conditions. An attempted acceptance or which varies these Terms and Conditions will be deemed to be a rejection of the contract.

2. INSPECTION (OCT 1999)
The contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Laboratory reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Laboratory may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Laboratory must exercise its post acceptance rights (a) within a reasonable time after the defect was discovered or should have been discovered; and (b) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

3. ASSIGNMENT (OCT 1999)
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, provided, that the contractor or its assignees rights to be paid amounts due as a result of performance of this contract may be assigned to a bank, finance company or other financing institution, including any Federal lending institution. The Laboratory may assign this contract to a successor operator of the Laboratory.

4. CHANGES (OCT 1999)
Changes in the Terms and Conditions of this contract may be made only by written agreement of the parties.

5. EXCUSABLE DELAYS (OCT 1999)
The contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Laboratory, acts of the Government in either its sovereign or contractual capacity, epidemics, quarantine laws, restraints of courts, strikes, work stoppages, unavoidable delays and delays of common carriers. The contractor shall notify the Laboratory in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith. Such remedy shall be available in any event only if notice is given by the contractor promptly giving written notice to the Laboratory of the cessation of such occurrence.

6. PAYMENTS (FEB 2004)
(a) Payment shall be made for items accepted by the Laboratory that have been delivered and invoiced for in accordance with the terms of this contract. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the rates stipulated in this contract by electronic funds, or as the parties may otherwise agree. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received at the Laboratory. For the purpose of computing the discount earned, payment shall be considered to have been made on the date on which appears on the payment check or the date on which an electronic funds transfer was made.

(b) Property
(1) Property shall mean all tangible personal property as identified in Argonne Form FD-151, Control of Government Property – Contractor Requirements, in the section entitled, "SST/FTS/FTS" that has been purchased by the contractor in the performance of the contract for which the contractor is entitled to be reimbursed as a contract item of cost under this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory.
(2) All INVOICES submitted under contracts which contain Argonne Form FD-150, Control of Government Property – Contractor Requirements, shall be accompanied by the completed form entitled, Argonne National Laboratory Subcontract Property Management Government Property Acquisition Record, ANL-661, and submitted on the Laboratory's standard form.

(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 were paid:
(A) By the Contractor and added to the invoice for contractor supplied goods and/or services.
(B) By a first-tier subcontractor and added to the invoice for contractor supplied goods and/or services.

(2) Contractors shall submit to the address identified below, for audit those bills of lading with freight shipment charges prepaid by the contractor and added to the invoice for contractor supplied goods and made available for on-site audits.

(3) Contractors shall submit the above referenced transportation documents with the contractor's invoice to: Argonne National Laboratory, 9700 South Cass Avenue, Accounts Payable Building 201, Lemont, IL 60439.

7. BANKRUPTCY (JUL 1995)
In the event the contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Laboratory Procurement Officer responsible for administering the contract. This notice shall be made no later than the filing of the petition for bankruptcy. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the rates stipulated in this contract by electronic funds, or as the parties may otherwise agree. In connection with any discount offered for early payment, time shall be computed from the date the invoice is received at the Laboratory. For the purpose of computing the discount earned, payment shall be considered to have been made on the date on which appears on the payment check or the date on which an electronic funds transfer was made.

8. RISK OF LOSS (OCT 1999)
Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the contractor until, and shall pass to the Laboratory upon:
(a) Delivery of the supplies to or f.o.b. origin.
(b) Delivery of the supplies to the Laboratory at the destination specified in the contract, if transportation is f.o.b. destination.

9. TAXES—FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States and its outlying areas, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.
(b) Definitions
"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

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

11. TERMINATION FOR THE LABORATORY’S CONVENIENCE (OCT 1999)
The Laboratory reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the contractor shall immediately stop all work hereunder and shall immediately cease and all of its suppliers and subcontractors to cease work. Subject to the terms of this clause, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges for all work performed by the contractor up to the effective date of termination. The contractor's right to receive payment under this clause is subject to the contractor complying with the standard record keeping system, having resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Laboratory any right to audit the contractor's records. The contractor shall not be paid for any accumulated costs incurred which reasonably could have been avoided.

12. TERMINATION FOR CAUSE (OCT 1999)
The Laboratory may terminate this contract, or any part hereof, for cause in the event of any material default by the contractor, or if the contractor fails to comply with any contract terms and conditions, or fails to provide the Laboratory, upon request, with adequate assurances of future performance. In the event of such termination, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges for all work performed by the contractor up to the effective date of termination. The contractor's right to receive payment under this clause is subject to the contractor complying with the standard record keeping system, having resulted from the termination. The contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Laboratory any right to audit the contractor's records. The contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

13. TITLE (OCT 1999)
Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Laboratory upon acceptance, regardless of when or where the Laboratory takes physical possession.

14. WARRANTY OF SUPPLIES (JUN 2014)
The contractor warrants that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

Energy Consuming Products
Where the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contractor will specify or deliver EnergyStar overnight qualified products or products conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, which may be applicable, provided they have a cost-effective and life cycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar or at:
15. WARRANTY OF SERVICES (MAY 2001)

(a) Definitions. “Acceptance,” as used in this clause, means the act of an authorized representative of the Laboratory by which the Laboratory assumes for itself, or as an agent of the United States, the duty to inspect and pay for the contract services furnished. The acceptance of the contract services by the Laboratory or the Government will not prevent the Contractor from seeking remedies against the Surety for nonpayment of such services or against the Surety for nonpayment of any subcontract services.
(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the warranties of the subcontractor, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conformance to the requirements of this contract. The Laboratory Procurement Officer shall give written notice of any defect or nonconformity to the Contractor in writing; any subcontract at any tier, of any invention described in and covered by a United States patent to the extent required by this clause. The Contractor may request that the Laboratory Procurement Representative or designee replace with similar services and charge to the Contractor the cost occasioned to the Government.
(c) If the Contractor fails to correct or reperform, it shall be at no cost to the Laboratory and any rework required by the Government shall be subject to the same extent as work initially performed. The Contractor shall not reoffer, rework, or reperform the work performed hereunder by the Government before the Laboratory has been given such opportunity as is afforded by applicable law.
(d) If the Contractor does not correct or reperform, the Laboratory Procurement Officer shall make an equitable adjustment in the contract price.

16. LIMITATION OF LIABILITY (OCT 1999)

Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damage resulting from any defect or deficiencies in accepted items.

17. CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (OCT 2010)

The contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(a) 52.205-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VII, Chapter 1, (4) U.S.C. 235) (2008) if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate person or persons responsible for implementation.
(b) 52.205-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VII, Chapter 1, (4) U.S.C. 235) (2008) if the subcontract exceeds $5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate person or persons responsible for implementation.

18. NOTICE OF RADIOACTIVE MATERIALS (MARCH 1997

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, at least prior to the delivery of, or prior to completion of any servicing required by this contract of, any parts containing radioactive materials, and an identification of applicable claims of specific patents or other basis upon which royalties apply.
(b) The Contractor shall furnish to the Laboratory, annually upon request, a list of all radioactive materials meeting the criteria in paragraph (a) of this clause.

19. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(a) Definition. As used in this clause—

Energy-efficient products—

(i) Meets the Energy Star program requirements:

(ii) The term “product” does not include any energy-consuming product or system designed or procured for use as part of a building or work of construction, or acquired in the course of construction, renovation, or maintenance.

(b) The Contractor shall not offer, offer for sale, sell, deliver, or ship any radioactive materials that are—

(1) The energy-consuming product is not labeled with the ENERGY STAR® trademark;

(c) The requirements of paragraph (b) apply to the Contractor (including any subcontractor) unless—

(1) The energy-consuming product is not labeled with the ENERGY STAR® trademark;

(2) The Contractor may request that the Laboratory Procurement Representative or designee replace with similar services and charge to the Contractor the cost occasioned to the Government.

20. AUTHORIZATION AND CONSENT (DEC 2002)

The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent embodied in the structure or composition of any article the delivery of which is authorized by the Laboratory or the Government under this contract.

21. PATENT INDEMNITY - SUPPLIES AND SERVICES (APR 1984)

(a) The Contractor shall indemnify the Laboratory, the Government and their officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued to the Government) that is now or may hereafter be withdrawn from issue pursuant to a Secretary Order under 35 U.S.C. 181 arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property by or for the account of the Government or the Laboratory, and any equipment purchased by the Government or the Laboratory from the Contractor.
(b) The Contractor shall not use or allow the use of any materials or equipment, or any subcontract at any tier, which contain any invention described in and covered by a United States patent without the prior written consent of the Government.
(c) The Contractor shall notify the Government of any patent infringement that the Contractor becomes aware of in the course of performance.

22. REFUND OF ROYALTIES (AUG 2002)

(a) During performance of this Contract, if any royalties are proposed to be charged to the Government by the Contractor, the Contractor agrees to submit for approval of the Government through the Laboratory, prior to the execution of any license, the following information relating to each separate item of royalty:

(b) The term “royalties” as used in this clause refers to any costs or charges in the nature of rent, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents and patent applications that are used in the performance of this contract or any subcontract hereunder.
(c) The Contractor shall furnish to the Government through the Laboratory, annually upon request, a list of all radioactive materials meeting the criteria in paragraph (a) of this clause.
(d) For royalty payments under licenses entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be paid in connection with performing this Contract and sublicensed contracts hereunder.

(e) License fees shall not be payable to the Contractor for the use of or for rights in patents and patent applications that in the performance of this contract or any subcontract hereunder.

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propose a royalty payment is inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the Government.

(4) Regardless of prior Government or Laboratory approval of any individual payments or royalties, the Government may contest at any time the enforceability, validity, scope of, or title to the patent for which the Contractor makes a royalty payment.

(5) If at any time within 3 years after final payment under this contract, the Contractor for any reason is relieved in whole or in part from the payment of any royalties to which this clause applies, the Contractor shall promptly notify the Government through the Laboratory that fact and shall promptly reimburse the Government for any refunds received or royalties paid which were not due.

(b) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (h), suitably modified to identify the parties in any subcontract at any tier in which the amount of royalties reported during negotiation of the subcontract exceeds $50,000.

23. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

The provisions of this clause shall be applicable only if the amount of this contract exceeds $100,000.

(a) The Contractor shall report to the Government through the Laboratory, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor, when requested by the Government or the Laboratory, all evidence and information in the possession of the Contractor, in such suit or claim. Except as provided in paragraph (h) of this clause, the Contractor has agreed to indemnify the Government or the Laboratory, the Contractor shall furnish such evidence and information if the Department of Justice so requests.

(c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed $100,000.

24. COMBATING TRAFFICKING IN PERSONS (MAR 2015)

(a) Definitions. As used in this clause-

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“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.

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

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion, for the purpose of subjection to, or in furtherance of, any activity described in paragraphs (1) and (2) of this subsection.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“Contractor” means any individual, sole proprietor, to whom the recruiting takes place.

“Compensation” means anything of value in kind or in money received or procured for the subject in connection with the subject.

“Lack of knowledge” means that knowledge or the absence of awareness, the lack of knowledge or awareness of the other party.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or subcontract.

“Subcontractor” means any individual, sole proprietor, to whom the recruiting takes place.

“United States” means the 50 States, the District of Columbia, and outlying areas.

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

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

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

(3) Use forced labor.

(4) Use or profit from the victimization of any person.

(5) Use misleading or fraudulent practices during the recruitment of employees or other employees.

(6) Use failure to provide transportation or pay for the cost of transportation to and from the work site.

(7) Provide or arrange housing that fails to meet the host country housing and safety standards.

(c) Contractor requirements. The Contractor shall-

(1) Audit its employees and agents of-

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

(ii) The actions that will be taken by employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract or from work on the contract.

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

(3) Notify its employees and agents of-

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

(ii) The actions that will be taken by employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract or from work on the contract.

(4) Provide or arrange housing that fails to meet the host country housing and safety standards.

(5) Provide adequate security for employees.

(6) Provide or arrange transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

Contractor requirements. The Contractor shall-

(1) Require the Contractor to remove a Contractor employee or employees from the performance of the contract.

(2) Require the Contractor to terminate a subcontract.

(3) Certify to the Contractor that the Contractor has taken appropriate remedial action.

(4) Report any violation of this policy to the appropriate arm of the Department of State or the Office of the Inspector General.

(5) Notify its employees and agents of-

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

(ii) The actions that will be taken by employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract or from work on the contract.

(6) Provide adequate security for employees.

(7) Provide or arrange transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

Fully cooperation. The Contractor shall, at a minimum-

(1) Disclose to the agency Inspector General information sufficient to identify the contractor and describe the facts and circumstances of the potential or alleged violation.

(2) Provide timely and complete responses to Government auditors’ and investigators’ requests for documents.

(3) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the United States) to allow Government agencies and other responsible Federal agencies the opportunity to conduct investigations or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78, E.O. 13,672), or any other applicable law or regulation establishing restrictions that apply to the use of force used for labor; and

(4) Protect all employees suspected of being victims or to witnesses of prohibited activities, prior to returning the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from communicating with the government or the government’s representatives.

(5) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine.

(6) Require any person who is seeking victim status, agent, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights.

(i) Within the country in which the work is taking place, including the country where the work is taking place.

(ii) If required by law or contract, fail to provide an employment contract, recruitment plan, or other required work document.

(iii) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(iv) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(v) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(vi) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(vii) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(viii) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(ix) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(x) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(xi) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

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(xiii) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(xiv) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(xv) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(xvi) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(xvii) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(xviii) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(xix) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(xx) If required by law or contract, fail to submit an employment contract, recruitment plan, or other required work document.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

(3) To the size and complexity of the contract; and
28. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

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

(i) Means any item of supply (including construction material that can be delivered in place) that—

(A) Is commercially available off-the-shelf (COTS); (B) Is defined in FAR 3.101; and

(ii) Sold in substantial quantities in the commercial marketplace, and

(B) Is listed in the Commercial Items Catalogue published by the Director of the Federal Computer Programs and Systems (or otherwise identified in writing) identified in paragraphs (a)(i)(A) and (a)(i)(B) of this paragraph.

(b) Compliance. If the Government determines that any covered subcontractor is debarred, suspended, or proposed for debarment—

(1) May not use the COTS item, and

(2) May not purchase the COTS item.

29. INTEGRATION CLAUSE (OCT 1999)

This contract represents the full understanding of the parties and is the entire agreement between the parties. All negotiations between the parties have been merged into the contract and there are no understandings or agreements other than those incorporated into this contract.

30. 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 the work, 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—

(a) Shall include the substance of this clause, including this paragraph (e) (appropriately modified for the identification of the parent subcontract) in each subcontract that—

(i) Exceeds $30,000 in value; and

(ii) Is not for commercial availability off-the-shelf items.

25. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)

All information technology acquired under this Agreement shall include the appropriate acquisition 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.

26. EXPORT LICENSE AGREEMENT (AUG 2002)

The contractor understands that the materials and/or information being transmitted under the performance of this contract may be subject to U.S. export laws and regulations regarding export or reexport. This includes deemed exports which are any communication of technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) provided to a foreign national verbally, by facsimile, through visits or observations of the work site, or through computer networking is an export. If a foreign national observes equipment or a process, it may constitute an export of technical data, if such equipment or process is an export controlled item as defined in 22 CFR 120.10. It solely affects 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 regulation, contractor agrees not to export, reexport, transfer by sale or otherwise or otherwise use any technology or information or materials provided by the Laboratory. Contractor shall be solely liable for any violation of export control statutes or regulations, and shall indemnify Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

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

The United States is committed to encourage technology exchanges that are consistent with U.S. national security and nonproliferation objectives. These activities are conducted with foreign nationals while they are visiting the United States or other countries or while you are visiting their country and are considered exports. You and the Laboratory can be held liable for improperly transferring controlled technologies. Prior to transfer, verify that the technology, information, and/or commodities fall into one or more of the following categories:

Fundamental research and information resulting from fundamental research

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind when having access to export controlled items or technologies prior to your trip. Presentations and discussions must be limited to only those topics that are not on the DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled items or technologies unless they have been approved by the appropriate manager. Additional details, may be considered an export of technologies and need an export license prior to release.
# Suspect/Counterfeit Bolt Headmark List

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

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

<table>
<thead>
<tr>
<th>Grade 6</th>
<th>Grade 8</th>
</tr>
</thead>
</table>

Grade 5 fasteners with the following manufacturers' headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>J</td>
<td>Jinn Her (TW*)</td>
</tr>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
</tbody>
</table>

Grade 8 fasteners with the following manufacturers' headmarks:

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Asahi Mfg. (JP)</td>
</tr>
<tr>
<td>NF</td>
<td>Nippon Fasteners (JP)</td>
</tr>
<tr>
<td>H</td>
<td>Hinomoto Metal (JP)</td>
</tr>
<tr>
<td>M</td>
<td>Minamida Siybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow</td>
<td>Infasco (CA, TW, JP, and YU)</td>
</tr>
<tr>
<td>Triangle</td>
<td>(Greater than 1/2-inch diameter)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>KS</td>
<td>Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>RT</td>
<td>Takai Ltd. (JP)</td>
</tr>
<tr>
<td>FM</td>
<td>Fastener Co. of Japan (JP)</td>
</tr>
<tr>
<td>KY</td>
<td>Kyoei Mfg. (JP)</td>
</tr>
<tr>
<td>J</td>
<td>Jinn Her (TW)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unytite (JP)</td>
</tr>
</tbody>
</table>

Grade 8.2 fastener with the following headmark:

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

Grade A325 fasteners (BENNETT DENVER TARGET ONLY) with the following headmarks:

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

Headmarkings are usually raised – sometimes indented.

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