### 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 contract which violates any of these Terms and Conditions or which varies from the order form or contract instruction. Performance by the Contractor without an effective acknowledgment shall be deemed to be in accordance with and strictly limited to these Terms and Conditions of this 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 may reserve its right to inspect any cost or contractor’s records that are reasonable and interpretable after nonconforming supplies or services have been 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 assignee’s rights to be paid amounts due as a result of performance of this contract may be assigned to a bank, the 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, war, rebellion, insurrection, unusuall y severe weather, 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 concerning the delay, shall remedy such occurrence with all reasonable dispatch, and shall promptly give 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 acceptable documentations set forth in the contract. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in the contract by check, 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 upon which the payment check or the date on which the electronic funds transfer was made.

(b) Property

(1) Property shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property – Contractor Requirements, in the section entitled, “GENT/FGT/IN/NO.” that has been purchased by the contractor in the performance of the contract for which the contractor is entitled to be reimbursed as a direct 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 PD-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.

THE LABORATORY WILL NOT ISSUE PAYMENT UNLESS A COMPLETED FORM ANL-661 IS INCLUDED WITH ALL INVOICES (REGARDLESS IF PROPERTY IS BEING INVOICED AS UNRELATED TO REGULAR INVOICE OR NOT!)

(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 only submit for audit those bills of lading with freight shipment charges excluding applicable taxes.

(3) Contractors shall submit the above referenced transportation documents with 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 Official responsible for administering the contract. This notification shall be in Form ANL-661, “GENT/IN/NO,” and shall have included in the meetings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of all contract numbers for all Laboratory contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

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 to point of destination as evidenced by a bill of lading or electronic or other b.o. destination.

(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 chargeable of the contractor.

(b) The contractor shall, at the time of tendering for acceptance, notify the Government of the country in which the supplies or services are not accepted, and that contractor shall be liable to the Laboratory for any and all taxes or duties, except taxes and duties that have been included in the contract price and shall take appropriate action as the Contracting Officer directs.

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 any of its subcontractors and subcontracts to cease work. Subject to the terms of this contract, the contractor shall bear a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges for the services of the contractor and the transactions or property covered by this contract that the contractor is required to pay or bear, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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 bear a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges for the services of the contractor and the transactions or property covered by this contract that the contractor is required to pay or bear, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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 (OCT 2015)

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

15. ENERGY CONSUMING PRODUCTS

When the contract requires the specification or delivery of energy consuming products for use in Federal facility, the contractor shall specify or deliver EnergyStar® qualified products or products complying with the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, which may be applicable, providing the same is available for use and is life cycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar® 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, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the contract.

(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the conveyance thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conformity to the requirements of this contract. The Laboratory Procurement Official shall give written notice of any default or nonconformance to the Contractor. (Laboratory Procurement Official shall insert the specific period of time in which notice shall be given to the Contractor; e.g., “within 30 days from date of receipt of acceptance.”) If the Contractor fails or refuses to correct or reperform, the Laboratory Procurement Official may, by contract or otherwise, correct or reperform any defective or nonconforming services, or (2) that the Laboratory does not require correction or reperformance.

(c) If the Contractor is required to correct or reperform, it shall be at no cost to the Laboratory and any service corrected or reperformed by the Contractor shall be subject to the same extent as work initially performed. If the Contractor fails or refuses to correct or reperform, the Laboratory Procurement Official may, by contract or otherwise, correct or reperform with similar services and charge to the Contractor the cost occasioned to the Laboratory thereby, or make an equitable adjustment in the contract price.

(d) If the Laboratory does not require correction or reperformance, the Laboratory Procurement Official 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 Laboratory for consequential damages 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:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)), 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 from whom the Contractor shall request certifications, the Laboratory Procurement Official shall be directed to the agency Officer of the Inspector General, with a copy to the Contracting Officer.

(ii) [Reserved] (AUG 2007) of 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-121) Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(iii) [Reserved] (AUG 2007) of 52.224-6, Preference for Privately Owned U.S.-Flag Commercial Vessels (February 2006) (41 U.S.C. App. 324(b)) and 10 U.S.C. 263a. Flow down required in accordance with paragraph (d) of FAR clause 52.224-6.

18. NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

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

(2) Other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.002 microcuries.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and address of the user, the desired location 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 (OMB No. 9000-0027).

(b) The Laboratory Procurement Representative shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and protective measures. See FAR 22.3010.

(c) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material, the 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 —

(i) Be submitted in writing;

(ii) Contain the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(iii) All items, parts of, or substances containing 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, shall be clearly marked and labeled with the latest revision of MIL-STD 129 in effect on the date of the contract.

*(d) This clause, including paragraph (a) of this clause, shall be included in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause. *
proposed royalty payments are inappropriate, any payments subsequent to such determination shall be allowable only to the extent approved by the Government.

(7) 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 payments made under any subcontract or purchase order.

(8) 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 of that fact and shall promptly reimburse the Government for any refunds received or royalties paid by the Contractor for which the Government is not required to pay.

(9) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (b)(7)(i) of this clause applicable to the Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a request for return transportation or pay for the cost of return transportation.

(10) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall fail to provide all required information and shall provide for the following:

(a) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of:

(i) Any credible information it receives from any source (including host country law enforcement) of a Contractor employee, subcontractor employee, or their agent that has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracts, and 52 U.S.C. 2010(a)(A)), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud; and

(ii) Any actions taken against a Contractor employee, subcontractor employee, or their agent pursuant to this clause.

(b) The Contractor shall inform the contractor’s employees or the contractor for the contractor’s employees.

(c) The Contractor shall not:

(i) Use recruiters that do not comply with local labor laws of the country in which the person induced to perform such act has not attained 18 years of age; or

(ii) Disclose to the agency Inspector General information sufficient to identify the employee, subcontractor, subcontractor employee, or contract employee.

(d) The Contractor shall:

(i) Require the Contractor to remove a Contractor employee or employees from the workforce of the work.

(ii) The Contractor fails to abate an alleged violation or enforce the acceptance of action taken by another contractor or subcontractor.

(e) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who:

(i) Has a valid visa, is lawfully present, and is seeking employment opportunities.

(ii) Has a valid visa, is lawfully present, and is seeking employment opportunities that are otherwise authorized to be performed outside of the United States.

(iii) Has a valid visa, is lawfully present, and is seeking employment opportunities that are otherwise authorized to be performed outside of the United States.

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

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.

"Contractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

"Debt" means any obligation or liability, whether in law or equity, arising out of the services, performance of this contract of which the Contractor has knowledge.

"Debt bondage" means any obligation or liability, whether in law or equity, arising out of the services, performance of this contract of which the Contractor has knowledge.

"Government" means the United States, the Services, or any political subdivision thereof.

"Government contract" means any contract, order, or purchase for supplies or services to be used in the performance of this contract.

"Government funds" means any share or portion of any funds or property of the United States.

"Illegal" means any act or omission prohibited by law, the FAR, or the terms of the contract.

"Inspection of records" means any inspection, review, or examination of the records of a contractor, subcontractor, or vendor, including any document, book, report, chart, model, sample, or similar item of evidence, whether in the form of writings, drawings, tables, photographs, magnetic tape, electronic data storage device, or any other medium.

"Person" means any individual, including a corporation, partnership, association, or other entity.

"Purchasing instrument" means any obligation or liability, whether in law or equity, arising out of the services, performance of this contract of which the Contractor has knowledge.

"Recovery of Government funds" means any action taken by the Government to recover any costs incurred by the Government as a result of a violation of this clause.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Traffic in persons" means any act or omission prohibited by law, the FAR, or the terms of the contract.

"Unlawful" means any act or omission prohibited by law, the FAR, or the terms of the contract.

"U.S." means the United States of America, its territories and possessions, and its commonwealths.

"U.S. person" means any citizen of the United States, any alien lawfully admitted for permanent residence in the United States, any alien admitted to the United States for a temporary period of not more than 90 days, as well as any entity organized under the laws of the United States or any state or territory thereof.

(b) The Contractor agrees to include, and require inclusion of, this clause, including this paragraph (b)(7)(i) of this clause applicable to the Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a request for return transportation or pay for the cost of return transportation.

(c) The Contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim’s services, legal redress, or witness activity. For example, the contractor shall not offer return transportation or pay the cost of return transportation at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.
(d) In addition to the Federal laws and regulations cited above, National Security Decision Directive 189 does not take precedence over statutes. NSDD 189 does not exempt any research from statutes that apply to export controls such as the Atomic Energy Act, as amended; the Arms Export Control Act; the Export Administration Act; or the U.S. International Emergency Economic Powers Act; or the regulations that implement those statutes (e.g., commodities, software or technologies) that are controlled by U.S. export control laws or regulations are used to conduct research or are generated as part of the research efforts, the export control laws and regulations apply to the controlled items.

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

27. 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. Government laws and regulations regarding export or re-export. It 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) produced for or for the benefit of the federal government is subject to U.S. export control laws. The contractor agrees not to export any technical data, if significant details are revealed. It is solely 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 officials, the contractor agrees not to transfer technical data, software or materials provided by the Laboratory. The contractor shall be solely liable for any violation of export control laws and regulations, and indemnify UChicago Argonne, LLC, and the Laboratory harmless from any liability that may arise for any such violation.

28. 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 nuclear nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempt from U.S. export control regulations, the Laboratory must abide by all of the export control laws and regulations to ensure its compliance with export controls. All export can occur through a variety of means, including oral communications, written documentation, transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nations 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. Prior to travel, 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

Publicized information and software (publicly available) education information

Patent applications

If the technology, information, and/or commodities do not fall into one of these categories, please contact the Security Control Manager at Argonne to request a determination to export.

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to traveling. Representations and disclosures that you, your fellow employees, or any other persons that are not in DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled items and technologies unless they export the controlled item. Additional details, may be considered an export of technologies and need an export license prior to release.

29. PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (OCT 2015)

(a) Definition. “Commercially available off-the-shelf (COTS) item,” as used in this clause-(1) Means any item of supply (including construction material) that is-

(i) A COTS item (as defined in FAR 415.101);

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

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification of the COTS item.

(b) The Contractor shall require each proposed subcontractor whose subcontract will exceed $50,000, other than a subcontract for commercially available off-the-shelf items, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its parent companies, is or is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $50,000, other than a subcontract for commercially available off-the-shelf items, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its parent companies, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, that entering into a subcontract with a subcontractor providing a commercially available off-the-shelf item that is debarred, suspended, or proposed for debarment (see FAR 49.1012(c)) is in the best interests of the Government (as determined by the Contracting Officer).

To further ensure that you do not run the risk of exporting sensitive information or technology when traveling abroad, keep the following guidelines in mind that without having acquired an export license prior to traveling. Representations and disclosures that you, your fellow employees, or any other persons that are not in DOE Sensitive Subjects List and the Argonne Sensitive Technologies and not related to controlled items and technologies unless they export the controlled item. Additional details, may be considered an export of technologies and need an export license prior to release.

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

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

(b) The Contractor's responsibility to comply with all applicable laws and regulations exists throughout the performance of this contract and the act of subcontracting with any other party will involve services or supplies susceptible to trafficking in persons.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed $35,000, other than a subcontract for commercially available off-the-shelf items, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its parent companies, is or is not debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(d) The Contractor shall require each proposed subcontractor whose subcontract will exceed $50,000, other than a subcontract for commercially available off-the-shelf items, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its parent companies, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(e) Nothing in this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations, including but limited to-(1) The Atomic Energy Act of 1954, as amended;

(2) The Arms Export Control Act (22 U.S.C. 277 et seq.);


(4) Trading with the Enemy Act (50 U.S.C. App. 50), as amended by the Foreign Assistance Act of 1961;

(5) Assistance to Foreign Atomic Energy Activities (10 CFR part 810);

(6) Export Administration and Import Control (10 CFR part 110);

(7) International Traffic in Arms Regulations (ITAR) (22 CFR parts 120 through 130);

(8) Export Administration Regulations (EAR) (15 CFR parts 730 through 774); and

(9) Regulations administered by the Office of Foreign Assets Control (31 CFR parts 500 through 599).

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

NSDD 189 does not take precedence over statutes. NSDD 189 does not exempt any research from statutes that apply to export controls such as the Atomic Energy Act, as amended; the Arms Export Control Act; the Export Administration Act; or the U.S. International Emergency Economic Powers Act; or the regulations that implement those statutes (e.g., the ITAR, the EAR, 10 CFR part 110 and 10 CFR part 810). Thus, if items (e.g., commodities, software or technologies) that are controlled by U.S. export control laws or regulations are used to conduct research or are generated as part of the research efforts, the export control laws and regulations apply to the controlled items.

31. 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 DOE Technical Standards, will review and comment on DOE technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions;

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 by voluntary consensus standards bodies, both domestic and international);

3. Finalize and approve 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.

32. SUSPECT COUNTERFEIT PARTS (DECEMBER 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.
# Suspect/Counterfeit Bolt Headmark List

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

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

<table>
<thead>
<tr>
<th>Grade 5</th>
<th>Grade 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>![Grade 5 symbol]</td>
<td>![Grade 8 symbol]</td>
</tr>
</tbody>
</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>
</tbody>
</table>

**Grade 8 fasteners with the following manufacturers’ headmarks:**

<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 8 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>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>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Hollow Triangle (Greater than 1/2-inch diameter)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (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>

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Headmarkings are usually raised – sometimes indented.

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