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 acknowledgment or acceptance which contains provisions confining or additional to these Terms and Conditions or which varies the terms of this order or contract shall be void. Performance by the Contractor without an effective acknowledgment shall be deemed to be in accordance with the 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 contractor may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. This Laboratory has the right to require submission of test results that are reasonable and acceptable after the material has 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 there under 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, to any 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 public enemy, acts of the Laboratory, acts of the Government in either its sovereign or contractual capacity, epidemics, quarantine restrictions, strikes, unusually severe delays or accidents of common carrier. 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, 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 accepted in accordance with and strictly limited to these Terms and Conditions. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in this contract by check, electronic funds, or by 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 shall mean all tangible personal property as identified in Argonne Form PD-150, Control of Government Property – Contractor Requirements, in the section entitled, “SERT/Finance” that has been purchased by the contractor in the performance of the contract for which the contractor is entitled to be reimbursed as a cost item of this contract or for which the contractor has included the cost for such property in the fixed price charged to the Laboratory. 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 OF WHETHER IT IS A QUALIFIED INVOICE OR NOT.

(c) Submittion of Transportation Documents

1. If the contractor submits a list, inventory, or other transportation document to account for all of the goods that have been delivered to or accepted by the Laboratory, such list or inventory shall be accompanied by a complete substantiating invoice for the goods and made available for on-site audits.

2. 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 Officer responsible for administering the contract. This notification shall be in writing and shall either (a) state that the bankruptcy is not involuntary under the laws of the country concerned have agreed shall not be applicable to expenditures in such country or by or on behalf of the United States for such taxes; or (b) in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was incurred through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

8. TITLE (OCT 1999)

(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) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, including but not limited to, state and local taxes, property taxes, and sales taxes.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, including but not limited to, state and local taxes, property taxes, and sales taxes. "Taxed" goods, services, and deliveries are exempt under the laws of the country concerning which the Government of the United States has agreed shall not be applicable to expenditures in such country or by or on behalf of the United States.

(d) If a tax is levied on or measured by sales or receipts from sales, property taxes assessed on personal property, or income taxes assessed on the contractor, the contractor shall be paid a percentage of the contract price for default, such termination shall be deemed a termination for convenience.

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 all and any of its subsidiaries and subcontractors to cease work. Subsequent to the term of this contract, the contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges for cost of conduct that contractor can document. In the event of early termination, the contractor shall receive a percentage of the contract price, which has been calculated by the Government’s standard record keeping system, have 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.

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 early 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 cost of conduct that contractor can document. In the event of early termination, the contractor shall receive a percentage of the contract price, which has been calculated by the Government’s standard record keeping system, have 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 Procurement Official responsible for administering the contract. This notification shall be in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was incurred through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) of this clause.

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. 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 Energy Star® qualified products or products conformed to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, which may be applicable, provide a list of products that are available and are life cycle cost effective and meet applicable performance standards. Information about these products is available for Energy Star® 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 another, 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 conclusiveness thereof, the Contractor warrants that all services performed under this contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this contract. The Laboratory Procurement Official shall give written notice of any defect 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 the date of acceptance by the Laboratory,” or “within 1000 hours of use by the Laboratory,” or other specified event whose occurrence will terminate the period of notice, or combination of any applicable events or period of time]. This notice shall state either (1) that the Contractor shall correct the defect or nonconformance, 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 all correction or reperformance 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 by the Laboratory thereby, or make an equitable adjustment in the contract price.

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

- FAR 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Alternate I [AUG 2007] of FAR clause 52.222-50 (22 U.S.C. 7104(g)).
- FAR 52.222-55, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)). Alternate I (AUG 2007) of FAR clause 52.222-55 (22 U.S.C. 7104(g)).
- FAR 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations, (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- FAR 52.227-13, Preference for Privately-Owned U.S.-Flag Commercial Vessels (February 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2831), Flow down required in accordance with paragraph (d) of FAR clause 52.227-13.

18. **NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)**

(a) The Contractor shall notify the Laboratory Procurement Representative or designee, in writing, *prior* to delivery of the item, or prior to completion of any serviced required by this contract, items containing radioactive materials meeting the criteria in paragraph (a) of this clause.

(1) Radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1946, as amended, as set forth in Title 10 of the Code of Federal Regulations, or in the periodicals of the date of this contract, if applicable.

(2) Radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item exceeds 1 microcurie, or 1 microcurie.

Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (CMB No. 9000-0070).

(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 and any necessary health precautions. See FAR 23.601(b).

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

(a) Definition. As used in this clause—

(i) “Energy-efficient product”—

(1) Means a product that—

(A) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or

(B) Meets criteria for all similar products as designated by the Department of Energy’s Federal Energy Management Program.

(ii) "Energy-Efficient Star" (EPEAT) products or EPEAT-designated products (at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

(b) The Contractor shall ensure that energy-consuming products are energy efficient products (i.e., ENERGY STAR® products or EPEAT-designated products) at the time of contract award, for products that are—

(1) Delivered;

(2) Acquired by the use for performing services at a Federally-controlled facility;

(3) Furnished by the Contractor for use by the Government; or

(4) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

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

(1) The energy-consuming product is not listed in the ENERGY STAR® Program, or;

(2) Otherwise approved in writing by the Contracting Officer.

19. **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 issued after the effective date of this clause, except as otherwise provided in the contract or subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent herein granted.


(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 upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy 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 (hereinafter referred to as “construction work”) under this contract, or out of the use or disposal by or for the account of the Government or the Laboratory of the materials furnished or construction work performed that was made subsequent to delivery or furnishing of the items or services.

(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government of its notice to the Contractor with respect to any action alleged to infringe such invention and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to—

(i) An infringement resulting from compliance with specific written instructions of the Contractor or the Laboratory or the Government directing a change, alteration, addition, or subtraction in the materials or services to be used or performed or in any documents to be furnished to or by the Contractor, unless required by final decree of a court of competent jurisdiction.

(ii) Infringement resulting from addition to, or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance.

(iii) A claimed infringement that is unreasonably settled without the consent of the Contractor, unless required by final decree of a court of competent jurisdiction.

22. **REFUND OF ROYALTIES (AUG 2002)**

(a) During performance of this Contract, if any royalties are proposed to be charged to the Laboratory or the Government as costs under this Contract, the Contractor agrees to submit for approval of the Government through the Laboratory, prior to the execution of any license, the following information in the order set forth below:

(1) Name and address of licensor;

(2) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;

(3) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;

(4) Percentage or dollar ratio of royalty per unit;

(5) Units of each type of contract item;

(6) Total dollar amount of royalties; and

(7) A copy of the proposed licensing agreement.

(b) If specifically requested by the Government through the Laboratory, the Contractor shall furnish a copy of any licensing agreement entered into prior to the effective date of this clause and an identification of applicable claims of specific patents or other basis upon which royalties are payable.

(c) The term “royalties” as used in this clause refers to any costs or charges in the nature of royalties, license fees, patent or license amortization costs, or the like, for the use of or for rights in patents or other applications that are used in the performance of this contract or any subcontract hereunder.

(d) The Contractor shall furnish to the Government through the Laboratory, annually upon request, a statement of royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder.
The provisions of this clause shall be applicable only if the amount of this contract exceeds $100,000.

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

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 shall furnish to the Government, when requested by the Government in writing, evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government or the Laboratory, the Contractor shall furnish such evidence and information at the expense of the Government.

The Contractor agrees to include, and require inclusion of, this clause (including this paragraph (h)) modified to identify the Government or the Laboratory 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 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 shall furnish to the Government, when requested by the Government in writing, evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government or the Laboratory, the Contractor shall furnish such evidence and information at the expense of the Government.

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

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;

"Coercion" means-

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

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

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

"Commercially available off-the-shelf (COTS) item" means-

(1) Any item of supply (including construction material) that is-

(i) A commercial item (as defined in paragraph (1) of the definition of FAR 2.101);

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

(iii) Offered to the Government, under a contract or subcontract at evidence, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercial sex act" means any sex act on account of which anything of value is given to or received for sexual performances.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for the debt, and where the value of those services as reasonably estimated (taking into account the debt or the length and nature of those services) is not respectively limited above.

"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.

"Forcible Labor" means knowingly providing 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 any scheme, plan, or pattern intended to cause the person to believe that failing to perform an act would result in serious harm to or physical restraint against another person;

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

"Involuntary servitude" includes a condition of servitude induced by means of-

(1) Any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint;

(2) By any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint or be subjected to severe forms of trafficking in persons.

"Severe forms of trafficking in persons" 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 has not attained 18 years of age;

(2) 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 subjecting such a person to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sexual act.

The Contractor shall inform the Contractor and the agency Inspector General immediately of-

(1) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, subcontractor employee's agent, or any other person acting on the Contractor's behalf, has participated in an activity described in paragraphs (b)(1) through (b)(8) of this clause.

(2) Any action taken against a subcontractor, subcontractor employee, or their agent pursuant to this clause.

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

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

(2) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(3) Loss of all award fee, consistent with the award fee plan, for the performance period in which the Government determined or knew or should have known that the deviations described in paragraphs (b)(1) through (b)(8) of this clause occurred;

(4) Declining to exercise available options under the contract;

(5) Waiving or making any payment of costs for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Compliance.

(1) The Contractor shall, at a minimum-

(a) Designate the agency Inspector General to provide the agency Inspector General with any information or assistance it requires to carry out the authority, duties, and responsibilities conferred on it by law, the FAR, or the terms of the contract.

(b) Provide information and cooperate fully with the agency Inspector General, the Inspector General of another law enforcement, and any other inspector general.

(2) The Contractor shall report any known or suspected violations of any requirement of this clause to the agency Inspector General, the Inspector General of another law enforcement, and any other inspector general as provided in paragraph (b) of this clause.

(3) Any action taken against a subcontractor, subcontractor employee, or their agent pursuant to this clause.

(4) Protect all employees suspected of being victims of or witnesses to prohibited activities from retaliation or persecution by the Contractor.

(g) Full cooperation.

(1) The Contractor shall, at a minimum-

(a) Designate the agency Inspector General as the single point of contact for the Contractor.

(b) Use the authority, duties, and responsibilities conferred on it by law, the FAR, or the terms of the contract.

(c) Make all relevant documents and information available to law enforcement and fraud investigators.

(d) Provide information and cooperate fully with law enforcement, fraud investigators, and the agency Inspector General.

(e) Protect all employees suspected of being victims of or witnesses to prohibited activities from retaliation or persecution by the Contractor.

(f) Use the authority, duties, and responsibilities conferred on it by law, the FAR, or the terms of the contract.

(g) Protect all employees suspected of being victims of or witnesses to prohibited activities from retaliation or persecution by the Contractor.

(h) Use the authority, duties, and responsibilities conferred on it by law, the FAR, or the terms of the contract.

(i) Provide information and cooperate fully with law enforcement, fraud investigators, and the agency Inspector General.

(j) Protect all employees suspected of being victims of or witnesses to prohibited activities from retaliation or persecution by the Contractor.

(k) Use the authority, duties, and responsibilities conferred on it by law, the FAR, or the terms of the contract.
25. INFORMATION TECHNOLOGY ACQUISITIONS (MARCH 2009)
All information technology acquired under this Agreement shall include the appropriate information technology policies and requirements, including that the Contractor is required to protect the computer systems used to support the covered IT and that all aspects of security are provided by the Contractor and are subject to the reviewing officials’ review and inspection. The contractor is responsible for ensuring that all security policies are in place and are followed. The OPM has determined that the term “information technology” includes any software, data, or information associated with systems or networks that supports or enables the operation of a federal information system.

26. COMPLIANCE WITH EXPORT CONTROLS 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 regardless of whether the Contractor, subcontractor, or its employees or agents are engaged in such activities in the United States, another country, or any other location.
(c) Nothing in the terms of this contract add to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive Orders, and regulations, including but not limited to:
   (i) The Atomic Energy Act of 1954, as amended;
   (ii) The Arms Export Control Act (22 U.S.C. 2751 et seq.);
   (iv) Trading with the Enemy Act (50 U.S.C. App. 5(b), as amended by the Foreign Assistance Act of 1961);
   (v) Assistance to Foreign Atomic Energy Activities (10 CFR parts 810);
   (vi) Export and Import of Nuclear Equipment and Material (10 CFR part 110);
   (vii) International Traffic in Arms Regulations (ITAR) (22 CFR parts 120 through 130);
   (viii) Export Administration Regulations (EAR) (15 CFR parts 730 through 774); and
   (ix) Regulations administered by the Office of Foreign Assets Control (31 CFR parts 500 through 590).
(d) In addition to the Federal laws and regulations cited above, National Security Decision Directive (NSDD) 189, National Policy on the Transfer of Scientific, Technical, and Engineering Information establishes a national policy that, to the maximum extent possible, the products of fundamental research shall remain unrestricted. NSDD 189 and its implementing regulations 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 confined to the performance of unclassified fundamental research generally do not involve any export-controlled activities.

27. EXPORT LICENSE AGREEMENT (AUG 2002)
The contractor understands that the materials and information being transmitted under the performance of this contract may be subject to U.S. Export laws, Export regulations, and Export requirements. This includes the contractor not communicating technical data to a foreign national, whether it takes place in the United States or abroad. Technical information (data) shall be considered “having national security implications” if it could be used or converted for, or facilitate, the development or production of a weapon; or involve any agents, subcontractors, or agents of any party that have engaged in prohibited activities.

28. EXPORT CONTROL INFORMATION FOR FOREIGN TRAVEL (NOV 2002)
The United States is committed to encouraging technology exchanges that are consistent with U.S. national security and nonproliferation objectives. Although much of the work Argonne and its employees undertake to further its research and technology development mission is exempt from U.S. export control regulations, the laboratory must abide by all of the export control laws and regulations to protect its technology with export controls.

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 commercial item (as defined in paragraph (1) of the definition in FAR 2.101; Sold in substantial quantities in the commercial marketplace; or
      (ii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
   (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(a), such as agricultural products and petroleum products.
(b) The Government suspends or debars Contractors to protect the Government’s interests. Other exports of a subcontract for a commercially available off-the-shelf item, the Contractor may not enter into any subcontract, in excess of $35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reasons or:
   (1) The Contractor shall require each proposed subcontractor whose subcontract will exceed $35,000 with a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by any executive agency.
   (2) A corporate officer or a designee of the Contractor shall notify the Contracting Office, in writing, before entering into a contract providing for the performance of a subcontract for a commercially available off-the-shelf item that is debarred, suspended, or proposed for debarment (see FAR 9.504 for information on the System for Award Management (SAM) Exclusions). The notice may include the following:
      (i) The name of the subcontractor.
      (ii) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.
      (iii) The compelling reason(s) for doing business with the subcontractor notwithstanding its debarment.
      (iv) The systems and procedures the Contractor has established to ensure that it is appropriately remedial and referral actions.
   (e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause in each subcontract procurement of a COTS item as identified at paragraph (b) of this clause. Any agent, subcontract, or subcontractor employee engaging in prohibited activities identified at paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

30. INTEGRATION CLAUSE (OCT 1999)
This contract represents the full understanding of the parties and is the entire agreement between the parties. Any modifications to this contract must be in writing, and any modifications will be the subject of a written addendum. The parties agree that there are no understandings or agreements other than those incorporated into this contract.

31. TECHNICAL STANDARDS PROGRAM (FEB 2011)
This article applies to any Contractor personnel participate in development, review or selection activities and requirements of DOE Technical Standards.
1. In the performance of this contract, the Contractor, when participating in the development of DOE’s Technical Standards, must:
2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), which either are not inconsistent with law or impractical (Note: VCSs are defined as standards adopted or developed 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.

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 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 Sleybo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA, TW, JP and YU) (Greater than 1/2-inch diameter)</td>
</tr>
<tr>
<td>E</td>
<td>Daiei (JP)</td>
</tr>
<tr>
<td>A</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*