## 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 the “contract”) must be in accordance with and strictly limited to these Terms and Conditions. An attempted acknowledgment or acceptance which contains provisions conflicting or additional to these Terms and Conditions or which is not signed by the authorized official of the contractor, is not effective.

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 and/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, trust, or other lender or a federal, state, or local government to secure a loan, mortgage, or similar obligation 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.

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 in the public interest, or conditions beyond the contractor’s reasonable control and without its fault or negligence such as, acts of God or the public enemy. A delay in the Laboratory’s performance of its obligations under this contract shall not result in the contractor’s recovery of any costs incurred by the contractor prior to the date of the delay.

6. PAYMENTS (FEB 2004)

(a) Payment shall be made for items accepted by the Laboratory that have been delivered to the designated delivery location set forth in this contract. Upon the submission of proper invoices or vouchers, the Laboratory shall make payment at the prices stipulated in this contract by check, electronic funds transfer, or by any other acceptable means of payment. Payment will be made within thirty days after receipt of an invoice, with exporting taxes, unless otherwise specified in this contract.

(b) (1) Property shall mean all tangible personal property as identified in Argonne Form PD-155, Control of Government Property – Contractor Requirements, in the section entitled, “IDENTIFICATION”. That has been purchased by the contractor in the performance of the contract for which the cost of the property is to be reimbursed as a direct item of cost under this contract or for which the contractor has included the cost of repair or reconditioning or for which the contractor has included the cost of transportation to a Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products for use in the particular purpose described in this contract.

(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.

(2) Contractors shall only submit for audit those bills of lading with freight shipping charges exceeding $200. Bills under $200 shall be retained on-site by the Contractor and made available for on-site audits.

(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 such proceedings to the Laboratory Procurement Official responsible for administering the contract. This notification shall be furnished within five (5) days of the first day of proceedings 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 Laboratory contract numbers for all Laboratory supplies or services to affect the costs of which the Contractor is required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

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 a carrier, if transportation is f.o.b. origin; or

(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. As used in this clause—

“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.

“Country concerned” means any country, other than the United States and its outlying areas, in which expenditures under this contract are made.

“Tax” and “taxes” include fees and charges for doing business that are levied by the government of the United States or the country concerned or any political subdivision thereof.

“All applicable taxes and duties” means all taxes and duties, in effect on the contract date, that are applicable to the supplies or services not accepted, and the contractor shall be liable to the Laboratory for any and all such taxes.

“All taxes” means all taxes except duties and miscellaneous government taxes, such as, but not limited to, arbitration and settlement fees, administrative fees, service taxes, and similar or related taxes.

“Duty” means any tax imposed by any foreign country, and includes any duties imposed by any political subdivision thereof, the importation of which the Contractor is required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“Duty specifically excluded from the contract price” means any duty that was specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

“Excepted tax” means social security or other employment taxes, net income and franchise taxes, excise taxes, sales and excise taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. “Excepted tax” does not include gross income taxes (including taxes on dividends and net income), sales and use taxes, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor’s possession of, interest in, or use of property, title to which is in the U.S. Government.

“Exempted” means any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer to comply with the provisions of paragraph (c) of this clause.

“Modification” means any change to this contract, 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.

“Nonconforming supplies” means supplies not conforming to the terms and conditions of the contract or to any modification thereto, that are rejected by the Laboratory.

“Nonconforming services” means services not performed in accordance with the requirements of the contract or to any modification thereto, that are rejected by the Laboratory.

“Notice of termination” means notice of termination of the contract or modification due to breach of the contract or modification.

“Notification” means written notice of the bankruptcy petition to the Contractor’s responsible official or the Laboratory Procurement Official responsible for administering the contract, as the case may be.

“Supplies” means all tangible personal property as identified in Argonne Form PD-155, Control of Government Property – Contractor Requirements, in the section entitled, “IDENTIFICATION”. That has been purchased by the contractor in the performance of the contract for which the cost of the property is to be reimbursed as a direct item of cost under this contract or for which the contractor has included the cost of repair or reconditioning or for which the contractor has included the cost of transportation to a Federal facility, the contractor will specify or deliver EnergyStar® qualified products or products for use in the particular purpose described in this contract.

“Termination” 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.

“Title” 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, at any time prior to the effective date of the contract modification. If the Contractor acts in good faith to minimize any adverse effects of the termination, the Laboratory shall pay the Contractor the value of supplies and services actually delivered to the Laboratory at the time of the termination, plus reasonable charges. The contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

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 with the required level of performance. In the event of termination for cause, the Laboratory shall not be liable to the contractor for any amount for supplies or services not accepted, and the contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Laboratory improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

13. TITLE (OCT 1999)

Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Laboratory takes physical possession.

14. WARRANTY OF SUPPLIES (DEC 2011)

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

When the contract requires the specification or delivery of energy consuming products for use in Federal facilities, the contractor will specify or deliver EnergyStar® qualified products or products
conforming to the Federal Energy Management Program’s (FEMP) Energy Efficiency Requirements, whichever may be applicable, provided products with such a designation are available and are lifecycle cost effective and meet applicable performance standards. Information about these products is available for EnergyStar® at:
http://www.energystar.gov/products
(http://www.eere.energy.gov/femp/procurement/eeq_requirements.cfm).

In the performance of this contract, the Contractor shall comply with the requirements of Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, (http://www.epa.gov/energy/peer/practices/eeo13423.htm) and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance, (http://www.archives.gov/federal-register/executive-orders/disposition/13514.html). The Contractor shall also consider the best practices within the DOE Acquisition Guide, Chapter 23, Acquisitions Considerations Regarding Leadership in Environmental, Energy, and Economic Performance. This guide includes information concerning recycled content products, bio-based products, energy efficient products, water efficient products, and vehicles, non ozone depleting substances and other environmentally preferable products and services. This guide is available on the Internet 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, as agreed to by the performance of the contract.
(b) Notwithstanding inspection and acceptance by the Laboratory or any provision concerning the construction of 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 replace with similar services and charge to the Contractor the cost occasioned to the Laboratory, and make an equitable adjustment in the contract price.
(c) If the Laboratory does not require correction or reperformance, 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 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—COMMERICAL 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.

(1) 52.205-13, 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 period of performance of more than 12 months. In using this clause, the Laboratory will identify the subcontractor, all subcontractors, all subcontractor parties, all disclosures of violation of the False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

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, 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, 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 activity per item equals or exceeds 0.01 microcuries.
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. 9900-0107).
(b) The Contractor shall not deliver any radioactive material unless specific licensing has been obtained and a copy of the specific license is provided with the delivery.
(c) The Contractor shall not deliver any radioactive material unless specific licensing has been obtained and a copy of the specific license is provided with the delivery.
(d) The Contractor shall not deliver any radioactive material unless specific licensing has been obtained and a copy of the specific license is provided with the delivery.
(e) The Contractor shall not deliver any radioactive material unless specific licensing has been obtained and a copy of the specific license is provided with the delivery.

19. ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
(a) Definition. As used in this clause—
(1) "Meets a product that—
(i) Meets Department of Energy and Environmental Protection Agency criteria for use of the Energy Star trademark label; or
(ii) is in the upper 25 percent of efficiency for all similar products as designated by the Department of Energy’s Energy Star Program.
(b) The Contractor shall ensure that energy-consuming products are Energy Star® efficient products (i.e., ENERGY STAR® products or FEMP-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 Federal-controlled facility;
(3) Furnished by the Contractor for use by the Government; or
(4) Specifies in the proposal that the product will be Energy Star® or FEMP-designated.
(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 FEMP;
(2) Otherwise approved in writing by the Contracting Officer.
(d) Information about the contracts is available for
(1) ENERGY STAR® at http://www.energystar.gov/products; and
(2) FEMP at http://www.ere.energy.gov/energy/procurement/eeq_requirements.html.

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 (1) that is not in the public domain and is not being practiced by anyone other than the Government, the Laboratory or the Contractor under this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (2) that is not in the public domain and is not being practiced by anyone other than the Government, the Laboratory or the Contractor under this contract or any subcontract at any tier, of any invention described in and covered by a United States patent

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 upon an application that is now or may hereafter be withheld from issue pursuant to a Secretory 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 such supplies or construction work.
(b) This indemnity shall not apply unless the Contractor shall have been informed as soon as practicable by the Government (with notice to the Laboratory) of the suit or action alleging such infringement and ascertained as far as is given by applicable laws, rules, or regulations to participate in its defense. Further, this indemnity shall not apply to
(1) An infringement resulting from compliance with specific written instructions of the Laboratory or the Government directing a change in the supplies to be delivered or in the manufacture or equipment to be used, or directing a manner of performance of the contract not normally used by the Contractor;
(2) An infringement arising from addition to or change in supplies or components furnished or construction work performed that was made subsequent to delivery or performance; or
(3) 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 relating to each separate item of royalty:

(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 rate of royalty per unit;
(5) Unit price of contract item;
(6) Number of units;
(7) Total dollar amount of royalties; and
(8) Copy in the possession of the grantee license agreement.
(b) If specifically requested by the Government through the Laboratory, the Contractor shall furnish a statement verifying any item or portion of the statement to the effective date of this contract 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 and patent 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 that shall be required to be paid in connection with performance of this contract and any subcontract hereunder.
(e) For royalty payments under licenses entered into after the effective date of this Contract, costs incurred for royalties proposed under this paragraph shall be allowable only to the extent that such royalties are approved by the Government. If the Government determines that existing or proposed royalty payments are ineligible, or if the Government determines that contribution to such determination shall be allowable only to the extent approved by the Government.
23. NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

(a) Definitions. As used in this clause—

(1) “Coercion” means—

(1) Threats of serious harm to or physical restraint against any person;
(2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
(3) The abuse or threatened abuse of the legal process.

(2) “Commercial sex act” means any sex act on an account of which is given or received by any person for the purpose of any person for the purpose of a commercial sex act.

(3) “Voluntary servitude” includes a condition of servitude induced by means of—

(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continued in such conditions, that person or another person would suffer serious harm or physical restraint or
(2) The abuse or threatened abuse of the legal process.

(4) “Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, in which the victim had not attained 18 years of age, or
(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(5) “Evasion” means—

(1) A failure to perform any recordkeeping requirement, export license requirement, or certification or assurance that is required to be performed under the terms of a contract or subcontract for the purpose of a commercial sex act.

(b) Policy. The United States Government has adopted a zero tolerance policy regarding trafficking in persons.

(1) The Contractor shall—

(1) Notify its employees of—

(i) The United States Government’s zero tolerance policy in paragraph (b)(2) of this clause; and
(ii) The actions that will be taken against employees for violations of this policy.

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

(c) Notice. The Contractor shall inform the Contracting Officer immediately if—

(1) The Contractor receives information it reasonably determines is about a subcontractor that violates the policy in paragraph (b)(2) of this clause.

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

(d) Remedies. In addition to other remedies available to the Government, the Contractor’s failure to comply with the requirements of paragraphs (c)(1), (c)(2), or (c)(3) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the Contractor’s obligation to obtain all appropriate export licenses, keep required records, and comply with all applicable export control regulations.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts. The Contractor shall include the terms of this clause, including this paragraph (d), in all subcontracts awarded under this contract.

20. PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARK (DEC 2010) — Applies To Contracts That Exceed $30,000 In Value

(a) “Commercial items” means—

(1) Goods (excluding software and other information); and
(2) Services.

(2) “Suspension” means—

(1) The denial to a contractor of procurement dollar volume, until the contractor can demonstrate to the satisfaction of the awarding Federal agency that it is in compliance with its contractual obligations; and
(2) The denial of payment on a contract or subcontract, in whole or in part.

(f) 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 a subcontract made by the Contractor making a royalty or other payment.

(g) 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 notify the Laboratory through the Laboratory Procurement Representative of such fact and shall promptly reimburse the Government for any refunds received or royalties paid related to such terminated royalty or other payment.

(h) The Contractor agrees to include, and require inclusion of, this clause, 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 $250.

25. SUBCONTRACTS FOR COMMERICAL ITEMS (DEC 2010)

(a) Definitions. As used in this clause—

(i) “Commercial Items” contains Federal Acquisition Regulation 2.101.

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

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

(iv) The Contractor shall include the following clauses in subcontracts for commercial items:

(A) 52.202-13, 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.
(B) 52.222-23, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.
(C) 52.227-44, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2009) (46 U.S.C. App. 1214 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

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. economic and trade controls and regulations. This includes such materials or information, regardless of the physical form in which the materials or information are stored, including for example, whether stored on an electronic medium or in a printed form.

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 nuclear nonproliferation objectives. Although much of the work Argonne and its foreign partners undertake to further technology development and technology-based mission, the export of some information or technology to foreign countries, either directly or for export to a third country, is not allowed under U.S. export control regulations. The Laboratory must abide by all of the export control laws and regulations to ensure the required control of those items and items that may be derived from them. An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are in the United States or other countries without their country’s expressed consent 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 do not fall into one or more of the following categories:

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information
- Patent applications
- Information that if the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export.

Export Control Manager shall notify the Laboratory Procurement Representative of which you do not need a license to export. When traveling abroad, keep the following guidelines in mind. If you are aware of the export license regulations for the presentation of an export license, and the Laboratory is committed to ensure that its employees do not commit the Laboratory to any activity that constitutes U.S. export control regulations.

Export control regulations. The Laboratory is committed to ensure that the Laboratory’s employees do not commit the Laboratory to any activity that constitutes U.S. export control regulations.

- The United States has entered into agreements with foreign countries for the Laboratory’s activities that are consistent with U.S. national security and nuclear nonproliferation objectives. Although much of the work Argonne and its foreign partners undertake to further technology development and technology-based mission, the export of some information or technology to foreign countries, either directly or for export to a third country, is not allowed under U.S. export control regulations. The Laboratory must abide by all of the export control laws and regulations to ensure the required control of those items and items that may be derived from them. An export can occur through a variety of means, including oral communications, written documentation, or transfer of U.S. computer software to foreign nationals. Technology transfers to foreign nationals while they are in the United States or other countries without their country’s expressed consent 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 do not fall into one or more of the following categories:

- Fundamental research and information resulting from fundamental research
- Published information and software (publicly available) education information
- Patent applications
- Information that if the information, technology, and/or commodities do not fall into one of these categories, please contact the Export Control Manager at Argonne to determine if a license is required prior to export.

Export Control Manager shall notify the Laboratory Procurement Representative of which you do not need a license to export. When traveling abroad, keep the following guidelines in mind. If you are aware of the export license regulations for the presentation of an export license, and the Laboratory is committed to ensure that its employees do not commit the Laboratory to any activity that constitutes U.S. export control regulations.

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(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—
(1) Exceed $30,000 in value; and
(2) Is not a subcontract for commercially available off-the-shelf items.

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 this contract, the Contractor, when participating in the development of Department of Energy (DOE) Technical Standards, conducting technical standards review activities, and selecting technical standards for use to support assigned DOE missions and functions, must:
2. Select, use, and adhere to appropriate voluntary consensus standards (VCSs), except where use of VCSs is inconsistent with law or impractical. (Note: VCSs are defined as standards developed or adopted by voluntary consensus standards bodies, both domestic and international.)
3. Participate as appropriate in development and review of those DOE Technical Standards where the contractor has technical or programmatic interests, or will be affected by the content of DOE Technical Standards under development, or as directed by the Contracting Officer.
4. Designate and provide support for a coordinator for technical standards activities, including identification of the appropriate Subject Matter Experts to review draft DOE Technical Standards.
5. Report participation in VCS activities conducted in support of DOE missions and functions through the Laboratory Technical Standards Manager in The Office of Contract Administration (COA). [Use Form DOE F 1300.2 (05/2010)].
6. Flow down this requirement to subcontractor(s) at any tier to the extent necessary to ensure the contractor’s compliance with these requirements.

31. 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 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 PART

## HEADMARK LIST

**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 Hexagonal Headmark]</td>
<td>![Grade 8 Hexagonal Headmark]</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>
<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 Sinyo (JP)</td>
</tr>
<tr>
<td>MS</td>
<td>Minato Kogyo (JP)</td>
</tr>
<tr>
<td>Hollow Triangle</td>
<td>Infasco (CA TW JP YU) (Greater than 1/2 inch dia)</td>
</tr>
<tr>
<td>E</td>
<td>Daiel (JP)</td>
</tr>
<tr>
<td>UNY</td>
<td>Unyfile (JP)</td>
</tr>
</tbody>
</table>

**GRADE 8.2 FASTENERS WITH THE FOLLOWING 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 A325 FASTENERS (BENNETT DENVER TARGET ONLY) WITH THE FOLLOWING HEADMARKS:**

<table>
<thead>
<tr>
<th>MARK</th>
<th>MANUFACTURER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type 1</td>
<td>A325 KS Kosaka Kogyo (JP)</td>
</tr>
<tr>
<td>Type 2</td>
<td>A325 KS</td>
</tr>
<tr>
<td>Type 3</td>
<td>A325 KS</td>
</tr>
</tbody>
</table>

Headmarkings are usually raised – sometimes indented.

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

**ANY BOLT ON THIS LIST SHOULD BE TREATED AS DEFECTIVE WITHOUT FURTHER TESTING.**

**OR, IF YOU SEE ANY INDICATION THAT A CIRCUIT BREAKER MAY BE USED OR REFRIBISHED SEE:** [http://www.saffek.com/worksafe/bull82.txt](http://www.saffek.com/worksafe/bull82.txt)