

**Oak Ridge Associated Universities  
GSA Contract Terms and Conditions**

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**1. INCORPORATION BY REFERENCE**

This Agreement incorporates certain provisions by reference. These articles and clauses apply as if they were set forth in their entirety. For FAR and DEAR provisions incorporated by reference, "Contractor" means Seller and "Contracting Officer" means Buyer/Contract Specialist. DOE-ORO and Company clauses incorporated by reference are available from Company's Procurement Internet Home Page: <http://www.orau.gov/procurement/business.htm>. The FAR and DEAR may be obtained from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C." or from the following Government web sites, FAR: <http://www.arnet.gov/far/and> DEAR: <http://management.energy.gov/DEAR.html>

**The following clauses are incorporated by reference:**

- 52.202-1 - Definitions (July 2004)
- 52.203-13 – Contractor Code of Business Ethics and Conduct (Dec 2008)
- 52.203-15 – Whistleblower Protections under the Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Mar 2009)
- 52.203-3 - Gratuities (Apr 1984)
- 52.203-6 – Restriction on Subcontractor Sales to the Government (Sep 2006) (Alternate I - Oct 1995)
- 52.204-11 – American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009)
- 52.204-4 – Printed or copied double-sided on Recycled Paper (Aug 2000)
- 52.204-9 – Personal Identity Verification of Contractor Personnel (Sep 2007)
- 52.212-4 – Contract Terms and Conditions-Commercial Items (Mar 2009) (Alternate I – Oct 2008) (Deviation I - Feb 2007)
- 52.212-5 – Contract Terms and Conditions required to implement Statutes or Executive Orders – Commercial Items (Feb 2010) (Alternate II -DEC 2009)
- 52.215-21 - Requirements for Cost or Pricing Data or Information other than Cost or Pricing Data-Modifications (Oct 1997) (Alternate IV- Oct 1997)
- 52.216-18 - Ordering (Oct 1995) (Deviation II - Feb 2007)
- 52.216-19 – Order limitations (Oct 1995) (Deviation II - Feb 2007)
- 52.224-1 - Privacy Act Notification (Apr 1984)
- 52.224-2 - Privacy Act (Apr 1984)
- 52.225-13 – Restrictions on certain Foreign Purchases (Jun 2008)
- 52.227-14 – Rights in Data-General (Dec 2007)
- 52.228-5 – Insurance-work on a Government Installation
- 52.216-22 – Indefinite Quantity (Oct 1995) (Deviation I-Jan 1994)
- 52.217-8 – Option to Extend Services (Nov 1999)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (Jan 1999)
- 52.219-28 - Post-Award Small Business Program Representation (Apr 2009)
- 52.219-8 – Utilization of Small Business Concerns (May 2004)
- 52.219-9 – Small Business Subcontracting Plan (Apr 2008) (Alternate II – Oct 2001)
- 52.222-1 - Notice to the Government of Labor Disputes (Feb 1997)
- 52.222-21 – Prohibition of Segregated Facilities (Feb 1999)
- 52.222-26 - Equal Opportunity (Mar 2007)
- 52.222-29 – Notification of VISA Denial (Jun 2003)
- 52.222-3 - Convict Labor (Jun 2003)
- 52.222-35 - Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (Sep 2006)
- 52.222-36 – Affirmative Action for Workers with Disabilities (Jun 1998)
- 52.222-37 - Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and other Eligible Veterans (Sep 2006)
- 52.222-41 – Service Contract Act of 1965 (Nov 2007)
- 52.222-42 - Statement of Equivalent Rates for Federal Hires (May 1989)
- 52.222-43 - Fair Labor Standards Act and Service Contract Act- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009)
- 52.222-49 - Service Contract Act- Place of Performance Unknown (May 1989)

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52.222-54 - Employment Eligibility Verification (Jan 2009)

52.223-10- Waste Reduction Program (Aug 2000)

52.223-5 - Pollution Prevention and Right-to-Know Information (Aug 2003) (Alternate I - Aug 2003)

**1.2 CHANGES**

(a) Company may at any time, by written notice, make changes within the general scope of this Agreement in any one or more of the following: (1) description of the work to be performed; (2) method and manner of performance and (3) the amount of work to be furnished. If any such change causes a difference in the cost, or the time required for performance, an equitable adjustment shall be made in the price and/or delivery schedule and other affected provisions. Such adjustment shall be made by written amendment to this Agreement signed by both parties. Any claim for adjustment by Seller must be made within 30 days from the date of receipt of Company's change notice, although Company in its sole discretion may receive and act upon any claim for adjustment at any time before final payment. Failure to agree to any adjustment shall be settled in accordance with Part 1.2.

(b) Only the Buyer/Contract Specialist is authorized on behalf of Company to issue changes whether formal or informal. If Seller considers that any direction or instruction by Company personnel constitutes a change, Seller shall not rely upon such instruction or direction without written confirmation from the Buyer/Contract Specialist. Nothing in this clause, including any disagreement with Company about the equitable adjustment, shall excuse Seller from proceeding with the Agreement as changed.