

**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 and Company clauses incorporated by reference are available from Company's Procurement Internet Home Page: <http://www.ornl.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.acquisition.gov/far> DEAR: <http://energy.gov/sites/prod/files/maprod/documents/EDEARMarch142011-OPAM-Policy.pdf>

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

- 52.202-1 – Definitions (Jan 2012)
- 52.203-3 – Gratuities (Apr 1984)
- 52.203-6 – Restriction on Subcontractor Sales to the Government (Sep 2006) (Alternate I - Oct 1995)
- 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)
- 52.204-4 – Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (May 2011)
- 52.204-9 – Personal Identity Verification of Contractor Personnel (Jan 2011)
- 52.204-10 – Reporting Executive Compensation and First-Tier Subcontractor Awards (Feb 2012)
- 52.204-11 – American Recovery and Reinvestment Act-Reporting Requirements (Mar 2009)
- 52.209-9 – Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012)
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations (May 2012)
- 52.212-4 – Contract Terms and Conditions-Commercial Items (Feb 2012) (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 2012) (Alternate II -Dec 2010)
- 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)
- 52.216-22 – Indefinite Quantity (Oct 1995) (Deviation I-Jan 1994)
- 52.217-8 – Option to Extend Services (Nov 1999)
- 52.219-3 – Notice of Total HubZone Set-Aside or Sole Source Award (Nov 2011)
- 52.219-6 – Notice of Total Small Business Set-Aside (Nov 2011)
- 52.219-8 – Utilization of Small Business Concerns (May 2004)
- 52.219-9 – Small Business Subcontracting Plan (Apr 2008) (Alternate II – Oct 2001)
- 52.219-13 – Notice of Set-Aside of Orders (Nov 2011)
- 52.219-14 – Limitations on Subcontracting (Nov 2011)
- 52.219-16 – Liquidated Damages-Subcontracting Plan (Jan 1999)
- 52.219-27 – Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011)
- 52.219-28 - Post-Award Small Business Program Representation (Apr 2012)
- 52.219-29 – Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business Concerns (Apr 2012)
- 52.219-30 – Notice of Set-Aside for Women-Owned Small Business Program (Apr 2012)
- 52.222-1 – Notice to the Government of Labor Disputes (Feb 1997)
- 52.222-3 – Convict Labor (Jun 2003)
- 52.222-19 – Child Labor—Cooperation with Authorities and Remedies (Apr 2012)
- 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)
- 52.222-35 – 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 (Oct 2010)

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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)  
52.222-51 – Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007)  
52.222-53 –Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009)  
52.222-54 – Employment Eligibility Verification (Jan 2009)  
52.223-3 – Hazardous Material Identification and Material Safety Data (Jan 1997)  
52.223-5 – Pollution Prevention and Right-to-Know Information (May 2011)  
52.223-10 – Waste Reduction Program (May 2011)  
52.223-18 – Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011)  
52.224-1 – Privacy Act Notification (Apr 1984)  
52.224-2 – Privacy Act (Apr 1984)  
52.225-5 – Trade Agreements (May 2012)  
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

**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.