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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE 1 OF 19
2. AMENDMENT/MODIFICATION NO. 003	3. EFFECTIVE DATE 02/24/2011	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Washington, DC 20505	7. ADMINISTERED BY (if other than item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, state and ZIP Code) DBA: GEO WASH UNIV GEORGE WASHINGTON UNIVERSITY OFFICE OF RESEARCH SERVICES 2121 ST NW suite 601 WASHINGTON, DC 20052		(X) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
FACILITY CODE:		(X) 10A. MODIFICATION OF CONTRACT/ORDER NO.	10B. DATED (SEE ITEM 11) 06/23/2010

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter make reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as change in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 43.103(a)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: is not, is required to sign this document and return '001' copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by DCF section headings, including solicitation/contract subject matter where feasible.)
Mutual Agreement between the Parties

Except as provided herein, all terms and conditions of the document referenced in item 8A or 10A, as heretofore changed, remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. DATE SIGNED 3/22/11	16B. DATE SIGNED 24 Feb 2011

NSN 7540-01-123-8070
Previous edition unusable

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Declassify On:

Classified By: Derived From: Reason: UNCLASSIFIED

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Contractor Name: GEORGE WASHINGTON UNIVERSITY OFFICE OF RESEARCH SERVICES
 Contract Number:
 Modification Number: 005

Section A - Solicitation/Contract Form

Use of Facsimile Signatures (JUN 2002)

This Contract document may be executed in counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument. Facsimile signatures will be regarded as authentic by all parties.

Section B - Supplies or Services and Prices/Costs

Number	Commodity Name	Quantity	Unit of Issue	Unit Price	Total (Inc. disc. tax and fees)
500	SERVICE		EA		
Delivery Schedule:				Quantity	Price
Period of Performance: 06/23/2010 - 09/30/2012					
Description: <input type="text"/>					
Pricing Options:		PERIOD: Base		QUANTITY:	
Additional Funding:					
1.					
Original Total <input type="text"/>					
Change Total <input type="text"/>					
Current Total <input type="text"/>					
2.					
Original Total <input type="text"/>					
Change Total <input type="text"/>					
Current Total <input type="text"/>					
3.					
Original Total <input type="text"/>					
Change Total <input type="text"/>					
Current Total <input type="text"/>					

Period Base Totals:

Period Exercised Options Totals:

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Contractor Name: GEORGE WA: IGTON UNIVERSITY OFFICE OF RESEARCH SERVICES
 Contract Number:
 Modification Number: 005

Period Current (Base + Exercised Options) Totals:		Cost:	
Period Unexercised Options Totals:		Cost:	
Period Base and Options Totals:		Cost:	
Quantity Base Totals:		Cost:	
Quantity Exercised Options Totals:		Cost:	
Quantity Current (Base + Exercised Options) Totals:		Cost:	
Quantity Unexercised Options Totals:		Cost:	
Quantity Base and Options Totals:		Cost:	

Type of Contract and Consideration (Cost) (OCT 2003)

This is a Cost contract as identified under Federal Acquisition Regulation (FAR) 16.302, bearing no fee and in the estimated cost of

	Estimated Cost		SOW Reference
Base Period 6/23/2010 – 9/30/2012		Exercised per Base	3.1.1 & 3.1.2
Optional Tasking One (1) 6/23/2010 – 9/30/2012		Exercised per Base	3.1.3
Optional Tasking Two (2) 10/1/2010 – 9/30/2011		Exercised per Mod 3	3.1.3
Optional Tasking Three (3) 10/1/2011 – 9/30/2012		Not Exercised	3.1.3
Option Year One (1) 10/1/2012 – 4/30/2013		Not Exercised	3.1.1 & 3.1.2

Scope of Contract (Statement of Work) (OCT 2003)

The Contractor shall, in accordance with the terms and conditions set forth hereafter, furnish the necessary qualified personnel, services, travel, facilities, and materials (except those specifically designated to be provided by the Government) and do all things necessary and incident to completion of the contractual effort in accordance with the Section C, Statement of Work (SOW).

Allotted Contract Funding (JAN 2004)

Pursuant to the "Limitation of Funds" clause, the funding presently available and allotted for the performance of this contract is set forth below. The Government shall not be obligated to reimburse the Contractor for costs incurred in excess of this amount and the Contractor shall not be obligated to continue performance under this contract or otherwise incur costs in excess of the stipulated amount. The Government estimates that the allotment will cover the period of performance identified below:

Allotted

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Contractor Name: GEORGE WASHINGTON UNIVERSITY OFFICE OF RESEARCH SERVICES
Contract Number [redacted]
Modification Number: 005

Period: 23 June 2010 – 30 April 2011

Section C - Descriptions/Specifications/Statement of Work

[redacted]

Statement of Work (OCT 2003)

The Sponsor's Statement of Work entitled [redacted] *Research and Development and IC Postdoc Program Support* dated 08 March 2010, which is incorporated by reference or attached hereto, is made a part of this contract.

Section D - Packaging and Marking

[redacted]

Packaging and Marking Instructions (AUG 1990)

Packing and packaging shall be in accordance with those specifications and/or statement of work indicated under Sections C and J of this contract. In the event such are not applicable, packing and packaging shall be in accordance with standard commercial practice for domestic shipment, as set forth in the Uniform Freight Classification for commercial practice, to assure arrival at destination in serviceable condition. Exterior of the container(s) shall bear the item numbers, and (consignee) address, order/contract number, and consignor address.

Section E - Inspection and Acceptance

[redacted]

Inspection and Acceptance at Destination (MAR 2004)

Final inspection and acceptance of work accomplished, services provided and/or items produced or deliverable under this contract shall be performed at destination by cognizant Government personnel.

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es): <http://www.far.npr.gov/References/References.html>

Clauses By Reference

Clause	Title
52.246-9	Inspection of Research and Development (Short Form) (Apr 1984)

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

ITEM	START	END
500	06/23/2010	09/30/2012

[redacted]

Late Delivery (AUG 1996)

When the Contractor encounters difficulty in meeting performance requirements, or anticipates difficulty in complying with the contract delivery schedule or date, it shall immediately notify the Contracting Office in writing giving pertinent details; provided, however, that this data shall be informational only in character and that this provision shall not be construed as a waiver by the Government of any delivery schedule or any rights or remedies provided by law or under this contract.

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Contractor Name: GEORGE WASHINGTON UNIVERSITY OFFICE OF RESEARCH SERVICES
Contract Number: [Redacted]
Modification Number: 005

[Redacted] Period of Performance (AUG 1996)

The period of performance of this contract shall be from 23 June 2010 – 30 September 2012.

Exercised Taskings:

Optional Tasking Two (2): 01 October 2010 – 30 September 2011

Unexercised:

Optional Tasking Three (3): 01 October 2011 – 30 September 2012

Option Year:

Option Period One (1): 01 October 2012 – 30 April 2013

[Redacted] Place of Performance (AUG 1996)

The principal place of performance under this contract shall be the Contractor's facility located in Washington, DC.

[Redacted] Contract Status Report (JUL 2009)

(a) Monthly contract status reports shall be submitted in 2 copies, one to the Contracting Officer and one to the COTR not later than 15 calendar days after the close of the invoice/billing cycle covered by the report. Such report shall be in the format as provided in the attached Monthly Contract Status Report exemplar. Failure to submit this report will result in delay in payment of invoices.

(b) The Monthly Contract Status Report for this contract will consist of the following template sections: Contract Summary Program Actuals

[Redacted] Shipping Instructions - COTR Directed (AUG 1996)

Deliverable reports and data submissions shall be delivered in accordance with instructions to be provided by the Contracting Officer's Technical Representative (COTR).

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es): <http://www.far.npr.gov/References/References.html>

Clauses By Reference

Clause	Title
52.242-15 Alt I	Stop-Work Order (Aug 1989)- Alternate I (Apr 1984)

Section G - Contract Administration Data

[Redacted] Settlement - Cost Type Contracts (MAR 2009)

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Contractor Name: GEORGE WASHINGTON UNIVERSITY OFFICE OF RESEARCH SERVICES
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Upon completion of the subject contract, the Contractor shall submit the following documents: (a) Electronic Funds Transfer Information (EFT) - The submission of this information is required to keep our payment database current. (One copy required) (b) Final Property Closeout Statement (Government Furnished Property (GFP) and Contractor Acquired Property (CAP) (One copy required) (c) Final Patent and Royalty Statement (in accordance with FAR 52.227-11 or 52.227-13, as appropriate) (One copy required) (d) Final Level-of-Effort Certification (For LOE type contracts) (One copy required) (e) Final Cleared Personnel Certification Report (If contract required security clearances) (Submit in accordance with contract clause Final Invoice or Voucher (also referred to as Final Cumulative Claim and Reconciliation [FCCR]). Once final annual indirect cost rates have been established, the Contractor shall submit a "FINAL" invoice or voucher. If final annual indirect cost rates have not been established and the parties have agreed to use negotiated quick-close rates, the Contractor shall submit a "FINAL" invoice or voucher. The receipt of an invoice marked "FINAL" shall initiate the settlement of this contract. This "FINAL" invoice is not to be transmitted via electronic submission, but must be submitted in hard copy to the address listed below. (One copy required) One set of closeout documentation (a), (b), (c), (d), and Contracting Officer's copy of (e) shall be mailed, postage prepaid, to the Contracting Officer at the address on page 1 of this contract. One complete set of closeout documentation (a), (b), (c), (d), and (f) shall be mailed, postage prepaid, to: Washington, DC 20505 If you have any questions in regard to the closeout procedure, please contact the settlements office directly.

SUBMISSION OF INVOICES (JAN 2004)

Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, Contractors shall not submit invoices or requests for contract interim payment more often than once a month.

Electronic Submission of Payment Requests Using IPP (SEP 2010)

(a) Definitions. As used in this clause-

- (1) "Contract financing payment" and "invoice payment" have the meanings given in FAR section 32.001.
 - (2) "Electronic form" means using the Internet Payment Platform (IPP) to transmit information electronically from the Contractor to the internal contract management system. The Agency does not consider facsimile, e-mail, and scanned documents to be electronic forms.
 - (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under a contract.
- (b) Except as provided in paragraphs (e) and (g) of this clause, the Contractor shall submit payment requests using the Internet Payment Platform (IPP). The payment period designated by the Prompt Payment Act will begin on the date a proper and complete invoice is received in the payment office via IPP. The status of submitted invoices is available in IPP. For other invoice or payment questions relating directly to this contract, call the payment office on .
- (c) The Contract Line Item Numbers (CLINs) and associated CLIN descriptions as provided in IPP must be utilized to create invoices. An Invoice Line Item Number must reference the Contract Line Item Number (CLIN) against which the Contractor is billing. An invoice may have multiple Invoice Lines billing against one CLIN, but the Invoice Line Item Descriptions must closely relate to the CLIN descriptions in the contract. Do not attach any documents to the invoice submitted in IPP as the attachments will be discarded. Any additional documentation must be submitted to the COTR in a method mutually agreed to by the Contractor and the COTR.
- (d) The Invoice shall not include any sensitive and/or classified information, nor identify the Sponsor or any of its facilities. Any invoice including sensitive and/or classified information will not be considered a proper invoice in accordance with the Prompt Payment Act and will be rejected. Further, the submission of such an invoice may be considered a security incident. Any questions concerning this matter should be directed to the Contracting Officer.
- (e) If the Contractor is unable to submit a payment request in electronic form, or the Agency is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, and the payment office.
- (f) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.
- (g) The Contractor shall submit the final invoice or voucher for cost reimbursement contracts in accordance with the "Settlement - Cost Type Contracts" clause of this contract.

Internet Payment Platform Initial Registration and Account Maintenance (SEP 2010)

(a) The Internet Payment Platform (IPP) is a secure, web-based electronic invoicing system (accessible via the Internet) provided by the Department of the Treasury's Financial Management Service (FMS), in partnership with the Federal Reserve Bank of Boston. The

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Contractor Name: GEORGE WASHINGTON UNIVERSITY OFFICE OF RESEARCH SERVICES
Contract Number: [Redacted]
Modification Number: 005

Contractor shall provide the Contracting Officer with the following information required for IPP registration:

(1) Company Name (primary corporate location);(2) Company Tax Identification Number (TIN); and(3) Company designated IPP account administrator, to include: name, position, phone number, email address.

Contractors currently registered with IPP through another Government agency must still register separately for payments from this Agency.(b) Within 1-2 weeks after the contract is signed, the information provided in paragraph (a) will be forwarded to IPP and the company designated IPP account administrator will then receive three emails from the Treasury Web Applications Infrastructure's (TWAI) email address twaigov@mail.eroctwai.gov.

(1) From "Treasury UPS User Administration" - a FMS Enterprise User ID and a link to a website that will allow the Company's POC to initialize an IPP account.(2) From "IPP User Administration" - the Company's IPP User ID, a link to the IPP Application, and the IPP Helpdesk phone number.(3) From "Treasury UPS User Administration" - the Company's IPP password (sent within 24 hours of the first two emails).

(c) During registration, one (1) initial administrative user account is created for the company for the submitted TIN, regardless of the number of contracts or locations associated with the TIN. The IPP account administrator is required to set up all other company user accounts, including other administrators. Registration is complete when the IPP account administrator logs into the IPP website with the User ID and password provided by TWAI and accepts the "rules of behavior".(d) The Contractor shall access a first time login video found on the IPP homepage, which provides step-by-step instructions for logging into IPP for the first time. Other self-help videos, to include creating and submitting invoices, are available only after logging into IPP.(e) Passwords in IPP expire every 90 days. Fourteen days prior to the end of the 90-day period, IPP will send an email notification prompting you to change your password. If you do not change your password once during the 90 days, or if you do not change your password when prompted to do so, you must contact the IPP Helpdesk at [Redacted] to unlock your account and to reset your password.(f) For application specific questions such as how to create an invoice or how to set up notifications, contact the IPP Helpdesk. For questions related to the contract, contact the Vendor Service Center at [Redacted]

Authority and Designation of a Contracting Officer's Technical Representative (COTR) (OCT 2008)

(a) Authority: Performance of this contract is subject to the technical guidance, supervision and approval of the Contracting Officer or a designated Contracting Officer's Technical Representative (COTR). As used herein, "technical guidance" is restricted to scientific, engineering or other technical field-of-discipline matters directly related to the work to be performed. Such guidance may be provided for the purposes of filling in details, clarifying, interpreting or otherwise serving to accomplish the technical objectives and requirements of the contract. In addition, and unless specified elsewhere in this contract, the authority of the designated COTR is specifically limited to the technical administration of this contract and the inspection of supplies being produced, services being provided or work being performed to assess compliance with the scope, estimated cost (if cost-reimbursement), schedule, and technical requirements of the contract.

(b) If an Associate COTR (ACOTR) or a Government Task Manager (GTM) is designated by this clause, the ACOTR will assist the COTR in his/her responsibilities and will function as the technical representative of the Contracting Officer in the absence of the COTR. The GTM will assist the COTR in performing his/her responsibilities for a specific task(s). However, the COTR remains ultimately responsible for the technical performance of the contract.

(c) Designation: The individual(s) identified below is/are authorized access to all information concerning this contract during the life of the contract unless this authorization is reassigned by an administrative change to the contract:

Name Telephone No.

COTR:

[Redacted box for COTR Name and Telephone No.]

(d) Notification: The Contracting Officer is the only representative of the Government authorized to negotiate, enter into, modify or take any other action with respect to this contract. Therefore, no other employee or representative of the Government has the authority to initiate a course of action which may alter the terms or conditions of this contract. All revisions to specifications, requirements or informal commitments that may involve a change in either the total cost/price, scope, delivery schedule, or legal aspects of this contract must be done by change order or supplemental agreement, to be negotiated and signed by the Contracting Officer. Should any action by Government personnel (other than the Contracting Officer) imply a commitment on the part of the Government that would affect the terms of this contract, the Contractor must notify the Contracting Officer and obtain approval before proceeding. Otherwise, the Contractor proceeds at its own risk.

Novation/Change-of-Name Notification Requirement (MAR 2009)

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Contractor Name: GEORGE WASHINGTON UNIVERSITY OFFICE OF RESEARCH SERVICES
Contract Number [redacted]
Modification Number: 005

(a) For the purposes of this contract, any transfer of the contractor's assets to a third party, or change to the contractor's name, that fall under FAR 42.12, will be processed in a centralized manner by the staff at the following address:

[redacted]

Unclassified Fax: [redacted]

(b) Until the settlement of this contract is completed, the Contractor shall provide written notification to this staff via facsimile within (30) thirty days of any fore-mentioned changes. Along with details of the change, your notification shall provide a point of contact name, title, clearance level, and phone and fax numbers.

(c) After receiving this notification, your designee will receive a letter with instructions to assist in the preparation of the novation/change-of-name package. Our organization will typically recognize Other Government Agency (OGA) Agreements; however, we have unique security requirements that must be addressed before formally accepting these agreements.

(d) You are reminded that you must continue to invoice under your former name on existing contracts until this Agency accepts your novation and/or change-of-name agreement by issuance of a letter recognizing the agreement. In addition, you are NOT authorized to request changes to your banking information to recognize a successor company on existing contracts until this Agency accepts your novation and/or change-of-name agreement. Any delays in submitting the required information may impact your ability to invoice.

(e) A submission of a novation or name change agreement does not guarantee approval by this organization and if a change is deemed unacceptable, the contractor will remain under contractual obligation to perform. The contract may be terminated for reasons of default should the contractor not perform.

Section H - Special Contract Requirements

[redacted] Fraud, Waste, and Abuse, and Other Matters of Urgent Concern [redacted] (APR 2009)

Anyone who suspects fraud, waste, or abuse in any aspect of the acquisition process or during performance of this contract by either Government or Contractor personnel, or wishes to report an "urgent concern" to Congress, should contact the Office of Inspector General, Investigations Staff, at phone number [redacted]. The term "urgent concern" means: (a) a serious or flagrant problem, abuse, violation of law or Executive Order, or deficiency relating to the funding, administration, or operations of an intelligence activity involving classified information; (b) any false statement made to Congress, or willful withholding from Congress, on an issue of material fact relating to the funding, administration, or operations of an intelligence activity involving classified information; or (c) an action constituting reprisal or threat of reprisal in response to any person reporting an urgent concern pursuant to this provisions.

[redacted] Security Requirements - Contract Classification (JUL 1997)

[redacted]

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Contractor Name: GEORGE WASINGTON UNIVERSITY OFFICE OF RESEARCH SERVICES
Contract Number: [Redacted]
Modification Number: 005

[Redacted]

Non-Publicity (DEC 2003)

(a) The Contractor shall not use or allow to be used any aspect of this solicitation and/or contract for publicity. "Publicity" means, but is not limited to, advertising (e.g. trade magazines, newspapers, Internet, radio, television etc.), communications with the media, marketing, or a reference for new business. This shall include, but is not limited to, the use of the terms "ISSA or ISA" or any other sponsor specific terms in any public advertisements. It is further understood that this obligation shall not expire upon completion or termination of this contract, but will continue indefinitely. The Contractor may request a waiver or release from the foregoing but shall not deviate therefrom unless authorized to do so in writing by the Contracting Officer. Contractors are not required to obtain waivers when informing offices within this Agency of contracts it has performed or is in the process of performing provided there are no security restrictions. Contractors may include the requirement for security clearances up to the TS, SCI level in public employment advertisements. (b) The Contractor shall include the substance of this clause, including this paragraph (b), in each subcontract issued under this contract.

Prohibition Against Recruiting on Agency Controlled Facilities (OCT 2008)

(a) The Contractor shall inform its employees and subcontractors that they are not permitted to engage in employment recruitment while on any facility owned, leased, or otherwise controlled by the Agency or to use Agency communications systems (e.g. cable and computer systems) and nonpublic information in connection with recruitment without written approval of the Contracting Officer. For purposes of this clause, recruitment refers to discussions of future employment with the contractor or subcontractor initiated by an employee of the contractor or subcontractor; distribution of employment forms or other employment paperwork, or similar activities directed towards obtaining the employment of any individual by the contractor or subcontractor. Any Contractor or subcontractor employee who violates this policy may be denied further access to Agency controlled facilities and systems. The Contractor shall emphasize this fact to its employees and subcontractors and shall include the substance of this clause in each subcontract issued under this contract. (b) The prohibition set forth in paragraph (a) above does not apply to the recruitment of Agency personnel enrolled in the Agency's Career Transition Program. (c) Denial of access to Agency controlled facilities and systems as described in paragraph (a) of this clause shall not relieve the Contractor from full performance of the requirements of this contract, nor will it provide the basis for any claims against the Government.

Foreign Nationals Performing Unclassified Work (NOV 2005)

(a) The Contractor shall identify any and all personnel who are foreign nationals (personnel who are not United States citizens or Permanent Resident Aliens) that are proposed to perform work under this contract in a prime contractor and/or subcontractor capacity. The Contractor must receive written approval from the Contracting Officer prior to allowing any foreign nationals not listed in paragraph (c) to work on this contract.

(b) Throughout the performance of this contract, the Contractor shall provide the Contracting Officer with the following information at least thirty (30) days prior to the contemplated use of such individuals:

- Full Name,
- Date and Place of Birth,
- Citizenship,
- Social Security Number,
- Visa Number and Type,
- Title.

It should be understood that the Contracting Officer may exclude any person(s) who are not United States citizens from performing on this contract without providing a reason for the exclusion.

[Redacted]

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Restrictions Regarding Former Sponsor Employees (APR 2009)

(a) Except as authorized in writing by the Contracting Officer, the Contractor shall not use any person in the direct performance of this contract who:

- (1) Has resigned from employment with the Sponsor within the previous 18 months;
 - (2) Has been barred from performing Sponsor contracts for a period of time as a result of a recommendation from a Sponsor Advisory Board; or
 - (3) Was terminated from employment with the Sponsor.
- (b) Paragraph (a) includes the use of a person as a contractor employee, subcontractor employee, consultant, independent contractor, or similar arrangement.
- (c) Paragraph (a)(1) does not apply to persons who retired from the Sponsor.
- (d) The Contractor agrees to include in each subcontract a clause requiring compliance with these restrictions by the subcontractor and succeeding levels of subcontractors.

Incorporation of Section K Representations, Certifications, and Other Statements of Offerors or Respondents (OCT 2003)

SECTION K which has been completed and submitted with Contractor's proposal dated 10 May 2010 is incorporated herein by reference and made a part of this contract.

Order of Precedence (OCT 2003)

(a) Any inconsistency in this contractual document (inclusive of documents, provisions or exhibits referenced herein or attached hereto) shall be resolved by giving precedence in the following order: (1) The Schedule (excluding the SOW and specifications) (2) Attachment A - Incentive and Award Fee Plan (if applicable) (3) Statement of Work (4) Other provisions of the contract when attached or incorporated by reference (5) Specifications (6) Technical Provisions of the Contractor's Proposal(s) (b) If a conflict or inconsistency arises out of any of the contract elements listed above, the Contractor shall notify the Contracting Officer of the conflict or inconsistency for final and unilateral resolution. Under no circumstances will such conflicts or inconsistencies result in increases to target cost, fee, award fee or schedule extensions.

Key Personnel (AUG 1996)

(a) The Contractor shall identify the key technical, management and administrative personnel to be assigned to work under this contract:

Name	Title
[redacted]	[redacted]

(b) The personnel specified above are considered to be essential to the work performed hereunder. Prior to diverting any of the specified individuals to other programs, the Contractor shall provide advance notification of at least thirty (30) calendar days to the Contracting Officer and shall submit resumes of the proposed substitutes in sufficient detail to permit evaluation of the impact on the pro-

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gram. No diversion from the above procedure shall be made by the Contractor without the written consent of the Contracting Officer, provided that the Contracting Officer may ratify in writing such diversion and such ratification shall constitute the consent of the Contracting Officer required by this clause.

Payment of Contractor Travel (JAN 2004)

(a) Travel costs incurred under this contract are allowable subject to the limitations contained in Federal Acquisition Regulation (FAR) 31.205-46.

(b) There are some circumstances under which the contractor must obtain approval from the Contracting Officer prior to undertaking travel. They are—

(1) When travel is in excess of a predetermined travel allocation; (2) When the contractor has doubt about whether a cost is allowable; and (3) When foreign travel is involved.

Contractor Performance Evaluation (MAR 2004)

(a) In accordance with FAR 42.15, and as otherwise provided by this contract, the Contractor's performance under this contract shall be subject to evaluation as follows:

- (1) Final evaluation shall be conducted for all contracts after completion of contract performance; and
- (2) Interim evaluations may be conducted at the government's discretion.

(b) Past performance evaluation reports shall be retained by the Government to provide source selection information for a period not to exceed three years after contract completion. In accordance with FAR 9.105, the Contracting Officer shall also consider relevant past performance information when making responsibility determinations.

(c) The Contracting Officer shall provide appropriate extracted information from the completed interim (if applicable) and final reports to the Contractor as soon as practicable after completion of the report. The Contractor shall have a maximum of 30 calendar days after the date of the letter forwarding the information to submit written comments, rebutting statements, or additional information. The Government will consider rebuttals and other information provided by the Contractor and will render a final determination regarding the contractor's performance during that period of the evaluation.

Past Performance Information - Referencing Agency Contracts (MAR 2004)

This contract may be listed as a reference for past performance purposes only in offers submitted to agencies and organizations within the Intelligence Community, provided the Contractor requests and receives the written approval of the Contracting Officer in advance. Failure to comply with this requirement may result in the Agency being unable to respond to a reference request and may also result in a termination for default.

Limitation of Working Groups (MAR 2004)

Technical guidance provided at meetings of Working Groups established by the Government and/or construed from the minutes of such meetings shall not constitute authorization for the Contractor to alter the scope of this contract. Only the Contracting Officer may give such direction in writing through the "Changes" clause of the contract.

Engineering Change Proposals (MAR 2007)

(a) The Contracting Officer may ask the Contractor to prepare engineering change proposals for engineering changes within the general scope of this contract. Upon receipt of a written request from the Contracting Officer, the Contractor shall prepare and submit an engineering change proposal in accordance with the Contracting Officer's instructions.

(b) The Contractor may initiate engineering change proposals. Contractor initiated engineering change proposals shall include a "not

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to exceed" cost or price or a "not less than" cost or price and delivery adjustment. If the Contracting Officer orders the engineering change, the increase shall not exceed nor the decrease be less than the "not to exceed" or "not less than" amounts.

(c) A change proposal accepted in accordance with the Changes clause of the contract shall not be considered an authorization to the contractor to exceed the estimated cost in the contract schedule, unless the estimated cost is increased by the change order or other contract modification.

(d) When the cost or price adjustment amount of the engineering change is [REDACTED] the Contractor shall submit

- (1) A contract pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and,
- (2) At the time of agreement on cost or price, a signed Certificate of Current Cost or Pricing Data.

Section I - Contract Clauses

[REDACTED] Compliance With the Constitution and Statutes of the United States (AUG 1996)

Nothing in this contract shall be construed to authorize any activity in violation of the Constitution or Statutes of the United States.

[REDACTED] Organizational Conflicts Of Interest: General (JUL 2003)

(a) The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts that could give rise to Organizational Conflicts of Interest, as defined in FAR 9.501. Or, alternatively, the contractor warrants that it has disclosed all relevant information regarding any actual or potential organizational conflict of interest.

(b) The contractor agrees that if an organizational conflict of interest with respect to this contract is discovered during its performance, an immediate and full disclosure in writing shall be made to the Contracting Officer. Such notification shall include a description of the action the contractor has taken or proposes to take to avoid, neutralize or mitigate such conflicts. The contractor shall continue performance until notified by the Contracting Officer of any contrary actions to be taken. The Government may, however, terminate the contract for its convenience if it deems such termination to be in the best interest of the Government.

(c) If the contractor was aware of an organizational conflict of interest before award of this contract and did not fully disclose the conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) The contractor shall insert a clause containing all the terms and conditions of this clause in all subcontracts for work to be performed similar to the services provided by the prime contractor, and the terms "contract", "contractor", and "contracting officer" modified appropriately to preserve the Government's rights.

(e) Before a contract modification is made that adds new work or significantly increases the period of performance, the contractor shall agree to submit either an organizational conflict of interest disclosure or representation or an update of a previously submitted disclosure or representation, if requested by the Government.

(f) Contractor further agrees that Government may periodically review contractor's compliance with these provisions or require such self-assessments or additional certifications as Government deems appropriate.

[REDACTED] Agency Suspension and Debarment (AUG 2004)

The Agency has established suspension and debarment procedures consistent with FAR Subpart 9.4. The Agency will provide a copy of said procedures to the Contractor in the event a notice of proposed suspension or a notice of proposed debarment is issued by the Agency or upon written request to the Contracting Officer.

[REDACTED] Audit and Records - Negotiation (AUG 2004)

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(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) *Examination of costs.* If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) *Cost or pricing data.* If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) *Reports.* If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating

- (1) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- (2) The data reported.

(e) *Availability.* The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), and (d) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition

- (1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(f) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (f), in all subcontracts under this contract that exceed the simplified acquisition threshold, and

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or
- (3) That require the subcontractor to furnish reports as discussed in paragraph (d) of this clause.

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The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

[redacted] Timely Notice Of Litigation (AUG 1996)

- (a) The Contractor hereby agrees to immediately give written notice to the Contracting Officer of any anticipated or current litigation or any litigation that may arise during the course of the performance of this contract, that involves or in any way relates to or affects any aspect of this contract, its terms or costs, pertinent subcontracts, or the Customer's relationship with the Contractor or Subcontractors. Said notice shall include all relevant information with respect thereto.
- (b) The Contractor agrees to insert this requirement in any subcontract under this contract. In the event of litigation, the Subcontractor shall immediately notify its next tier Subcontractor or the Prime Contractor, as the case may be, of all relevant information with respect to such litigation.
- (c) The Contracting Officer shall have access to and the right to examine any pertinent books, documents, papers and records of the Prime Contractor or Subcontractor(s) involving customer transactions related to any contract litigation.
- (d) Notwithstanding the foregoing, nothing in this agreement shall constitute a waiver of either party's right in litigation, including but not limited to, the rights of attorney-client privilege, to obtain injunctive relief, and/or any rights or remedies available.

[redacted] Workers' Compensation (Defense Base Act) Insurance (AUG 2010)

- (a) This clause supplements FAR 52.228-3.
- (b) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the Government and CNA International unless the Contractor has a DBA self-insurance program approved by the Department of Labor. If self-insured, the Contractor shall submit a copy of the Department of Labor's self-insurance approval declaration to the Contracting Officer prior to performance of the contract. The current rate under the Government's contract is:

The following rates are applicable from June 1, 2010 through May 31, 2011:

-- Tier 1: Services [redacted] of employee remuneration.

- (c) The Contractor agrees to insert a clause substantially the same as this one in all subcontracts hereunder to which the DBA is applicable. Subcontractors shall be required to insert a similar clause in any of their subcontracts subject to DBA.

(d) As prescribed in paragraph (a), the Contractor shall procure DBA insurance using the Government's current DBA insurance provider, [redacted] Instructions on how to obtain DBA insurance will be provided after contract award.

(e) Prior to performance, the Contractor shall provide the Contracting Officer a copy of the policy declaration from [redacted]

(f) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, the parties will negotiate an equitable adjustment. Said adjustment shall not include any overhead, profit, general and administrative expenses, etc.

(g) The Government may audit the Contractor's records to determine whether or not the correct DBA tier is being used and all positions are being properly reported. The Government shall provide prior notification to the Contractor before the commencement of an audit.

(h) Failure to comply with the terms of this clause may result in Termination for Default.

[redacted] Rates for Defense Base Act Insurance (AUG 2010)

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(a) The offeror's attention is directed to contract clause [redacted] Worker's Compensation (Defense Base Act) Insurance. The Government has entered into a requirements contract with [redacted] to provide DBA insurance to the Government's contractors at a contracted rate. The offeror shall use the following rates to compute the cost for DBA insurance and include costs for such insurance in its proposal:

The following rates are applicable from June 1, 2010 through May 31, 2011:

-- Tier 1: Service [redacted] of employee remuneration.

(b) Bidders/Offerors should compute the total remuneration (salary plus post differential, excluding per diem, housing allowance, travel expenses, temporary quarters allowance, education allowance and other miscellaneous post allowances) to be paid to employees who will be covered by DBA insurance and the cost of DBA insurance in their bid/proposal using the foregoing rate(s), and insert the totals in the spaces provided below for the base year and each year thereafter. The DBA insurance cost shall be included in the total price/cost.

Base Year

(1) Remuneration of Covered Employees: _____

(2) Defense Base Act Insurance Costs: _____

Option Year x

(1) Remuneration of Covered Employees: _____

(2) Defense Base Act Insurance Costs: _____

"Covered Employees" is defined as employees of prime contractors and subcontractors at all tiers regardless of the duration of their assignment and independent contractors who are self employed.

(c) Offerors shall include in their proposals a statement as to whether or not local nationals or third country nationals will be employed on the resultant contract.

(d) If the Offeror has a DBA self-insurance program approved by the Department of Labor, the Offeror shall submit a copy of the Department of Labor's self insurance approval declaration to the Contracting Officer with their proposal.

[redacted] Tax Audits (JAN 2004)

If federal, state, or local tax officials request access to information under this contract, the contractor shall immediately notify the Contracting Officer. The contractor shall also request that the tax officials identify, in writing, the specific information sought for review and shall forward the response and any related documentation to the Contracting Officer. Failure to provide notice to the Contracting Officer may be grounds for denying a cost/price adjustment for the resulting tax liability, if an adjustment is otherwise authorized by law and the terms of this contract.

[redacted] Clauses Requiring Access by Other Government Entities (JUL 2003)

Several clauses in this contract require reporting to other Federal agencies or access by other Federal agencies to the Contractor's records for compliance determinations or other reviews. If any such reporting, compliance determination, or review involves this contract, the Contractor shall obtain the Contracting Officer's written permission or guidance before participating.

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52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this / these address(es): <http://www.far.npr.gov/References/References.html>

Clauses By Reference

Clause	Title
52.202-1	Definitions (July 2004)
52.203-3	Gratuities (Apr 1984)
52.203-5	Covenant Against Contingent Fees (Apr 1984)
52.203-7	Anti-Kickback Procedures (Jul 1995)
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Jan 1997)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (Jan 1997)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Sept 2007)
52.204-4	Printed or Copied Double-Sided on Recycled Paper (Aug 2000)
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Sept 2006)
52.215-15	Pension Adjustments and Asset Reversions (Oct 2004)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (July 2005)
52.216-11	Cost Contract--No Fee (Apr 1984)
52.219-8	Utilization of Small Business Concerns (May 2004)
52.222-2	Payment for Overtime Premiums (July 1990)
52.222-3	Convict Labor (June 2003)
52.222-21	Prohibition of Segregated Facilities (Feb 1999)
52.222-26	Equal Opportunity (Mar 2007)
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (Sept 2006)
52.222-36	Affirmative Action for Workers with Disabilities (June 1998)
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006)
52.223-6	Drug Free Workplace (May 2001)
52.223-14	Toxic Chemical Release Reporting (Aug 2003)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-1 Alt I	Authorization and Consent (Dec 2007)- Alternate I (Apr 1984)
52.227-14 Alt IV	Rights in Data--General (Dec 2007) - Alternate IV (Dec 2007)
52.228-7	Insurance--Liability to Third Persons (Mar 1996)
52.230-5	Cost Accounting Standards--Educational Institutions (Oct 2008)
52.230-6	Administration of Cost Accounting Standards (Mar 2008)
52.232-9	Limitation on Withholding of Payments (Apr 1984)
52.232-20	Limitation Of Cost (Apr 1984)
52.232-23	Assignment Of Claims (Jan 1986)
52.232-25	Prompt Payment (Oct 2008)
52.232-34	Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999)
52.233-1 Alt I	Disputes (July 2002)- Alternate I (Dec 1991)
52.233-3 Alt I	Protest after Award (Aug 1996)- Alternate I (Jun 1985)
52.242-1	Notice of Intent to Disallow Costs (Apr 1984)
52.242-13	Bankruptcy (July 1995)
52.243-2 Alt V	Changes--Cost-Reimbursement (Aug 1987)- Alternate V (Apr 1984)
52.244-5	Competition In Subcontracting (Dec 1996)
52.244-6	Subcontracts for Commercial Items (Dec 2009)
52.246-23	Limitation of Liability (Feb 1997)

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Clause	Title
52.249-5	Termination For Convenience Of The Government (Educational And Other Nonprofit Institutions) (Sept 1996)

Section J - List of Attachments

Identifier	Title	Date	Number of Pages
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-- List of Attachments

J-1 Statement of Work [Redacted] *Research and Development and IC Postdoc Program Support* dated 08 March 2010. (Previously provided with RFP).

J-2 Monthly Contract Status Report Exemplar. (Previously provided with SOW)

J-3 Summary of Changes

J-3A - Modification 004

J-3B - Modification 005

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Attachment J-3B - Summary of Changes

If you have any questions regarding this modification, please contact the Contracting Officer [REDACTED]. If you have any questions regarding security, please call the Contracting Officer's Security Representative (COSR) [REDACTED].

A. The purpose of Modification No. 005 is to add Defense Act Base clauses to the contract for OCONUS travel and to grant the contractor's 07 February 2011 request for OCONUS travel.

B. As a result of this action, the following changes are hereby incorporated:

- 1) As a result of the Government contract management conversion process, **only the unexpensed** contract funding of [REDACTED] was converted into the new system via Modification 004. There is no change in the funded amount per Modification 005.
- 2) The contract value remains as [REDACTED]
- 3) Inserted Section I, Clause [REDACTED] Workers' Compensation (Defense Base Act) Insurance (AUG 2010)
- 4) Inserted Section I, Clause [REDACTED] Rates for Defense Base Act Insurance (AUG 2010)
- 5) As this is a cost-type contract, due to the small cost associated with the DBA requirement, there is no increase to the contract value or funding as a result.
- 6) Updated Section J, List of Attachments to include:
 - a. J-3 Summary of Changes
 - i. J-3A Modification 004
 - ii. J-3B Modification 005

C. All other terms and conditions are unchanged and remain in full force and effect.

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