

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <input checked="" type="checkbox"/>	RATING	PAGE OF PAGES 1 23
2. CONTRACT/Purchase Order/Ident. NO.		3. EFFECTIVE DATE 23 June 2010	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	
5. ISSUED BY Washington, DC 20505		CODE	6. ADMINISTERED BY (If other than Item 5) CODE	

7. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code) George Washington University Office of Research Services 2121 I Street NW, Suite 601 Washington, DC 20052 Attn:		8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)
		9. DISCOUNT FOR PROMPT PAYMENT
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN		ITEM
CODE	FACILITY CODE	

11. SHIP TO/MARK FOR CODE	12. PAYMENT WILL BE MADE BY CODE
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13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) <input checked="" type="checkbox"/> 41 U.S.C. 253(c)(2)	14. ACCOUNTING AND APPROPRIATION DATA
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	See Page 2				

15G. TOTAL AMOUNT OF CONTRACT	\$ 303,647
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return One copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any; and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE	20A. NAME OF CONTRACTING OFFICER
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19B. NAME OF CONTRACTOR	19C. DATE SIGNED 7/1/10	20C. DATE SIGNED 23 June 2010
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FORM 26 (REV. 12-2002)

Prescribed by GSA - FAR (48 CFR) 53.214

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶	RATING	PAGE OF PAGES 1 23
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17. **CONTRACTOR'S NEGOTIATED AGREEMENT** (Contractor is required to sign this document and return One copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18. **AWARD** (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any condition sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER
19B. NAME OF CONTRACTOR	19C. DATE SIGNED
BY _____ (Signature of person authorized to sign)	20C. DATE SIGNED 23 June 2010

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is usable

ORM 26 (REV. 12/2002)
5A - FAR (48 CFR) 53.214(a)

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Contractor: George Washington University

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SECTION A - SOLICITATION/CONTRACT FORM

A-1. 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.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B-1. 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	3.1.1 & 3.1.2
Optional Tasking One (1) 6/23/2010 – 9/30/2012		Exercised	3.1.3
Optional Tasking Two (2) 10/1/2010 – 9/30/2011		Not Exercised	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

B-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).

B.3 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:

Period: 23 June 2010 – 30 April 2011

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Contractor: George Washington University

Contract Number: [REDACTED]

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C-1. 1 [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.

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Contractor: George Washington University

Contract Number: [REDACTED]

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SECTION D - PACKAGING AND MARKING

D-1. [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.

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SECTION E - INSPECTION AND ACCEPTANCE

E-1. 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.arnet.gov>

52.246-9 Inspection of Research and Development (Short Form). APR 1984

E-2. 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.

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SECTION F - DELIVERIES OR PERFORMANCE

F-1. 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): [Insert one or more Internet addresses]

52.242-15 Stop-Work Order. (AUG 1989) - Alternate I APR 1984

F-2. 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.

F-3. Period of Performance (AUG 1996)

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

The following optional periods remain unexercised:

Taskings:

- Optional Tasking Two (2): 01 October 2010 – 30 September 2011
- Optional Tasking Three (3): 01 October 2011 – 30 September 2012

Option Year:

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

F-4. Place of Performance (AUG 1996)

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

F-5. Contract Status Report (DEC 2001)

Monthly contract status reports shall be submitted in two (2) copies, one to the Contracting Officer and one to the COTR, not later than 15 calendar days after the close of the month 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.

F-6. 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).

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Contractor: George Washington University

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SECTION G - CONTRACT ADMINISTRATION DATA

G.1 [Redacted] Settlement - Cost Type Contracts (MAR 2009)

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 152.204-729)
- (f) 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:

Unclassified Address

[Redacted Address Box]

If you have any questions in regard to the closeout procedure, please contact the settlements office directly.

G.2 [Redacted] Invoicing Instructions [Redacted] (OCT 2009)

(a) Contractors may mail invoices to the following payment office:

[Redacted Payment Office Address Box]

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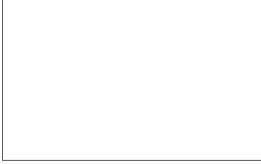
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Contractor: George Washington University

Contract Number: [redacted]

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However, the preferred method of submitting invoices to the payment office is via facsimile (FAX) machine. Contractors may use any of the numbers listed below. When Contractors transmit original invoices via FAX, do not follow up with additional mailed copies; doing so will cause your company to lose the FAX option.



(b) In addition to the items necessary per FAR 52.232-25, "Prompt Payment", a proper invoice must include:

(1) Date(s) supplies delivered or services performed.

(2) Itemized cost elements and fee amounts for both the current invoice's costs and for the cumulative cost elements and fee amounts (for cost reimbursable contracts); itemized labor categories (for time-and-material or labor-hour contracts).

(3) Invoice Line Item Descriptions shall not contain any sensitive and/or classified information, nor identify the Sponsor or any of its facilities. Any invoice including such information will not be considered a proper invoice in accordance with the Prompt Payment Act and shall be rejected. Further, the submission of such an invoice may be considered a security incident.

(c) The Contractor may make inquiries regarding invoices to the payment office or [redacted]

G-3. [redacted] - 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.

G-4. [redacted] Electronic Submission of Payment Requests (OCT 2009)

As prescribed in [redacted] contracting officers shall insert the clause at [redacted] in all [redacted] solicitations and contracts when the contractor will submit electronic payment requests. If one of the exceptions listed in [redacted] applies, insert clause [redacted] Invoicing Instructions - [redacted]

Electronic Submission Of Payment Requests (OCT 2009)

(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 Agency's Web Invoicing System (WInS) to transmit information electronically from the Contractor to the internal contract management system. The Agency does not consider facsimile, e-mail, and scanned documents electronic forms.

(3) "Payment request" means any request for contract financing payment or invoice payment

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Contractor: George Washington University**Contract Number:** **Page: 10 of 23**

submitted by the Contractor under a contract.

(b) Except as provided in paragraphs (d) and (f) of this clause, the Contractor shall submit payment requests using the Agency's Web Invoicing System (WInS). If the Contractor is not registered in WInS, the Contractor shall call the Vendor Service Center on within two weeks of contract award to register. Items needed to facilitate registration include: a valid contract number and the name, phone number, and e-mail address for the Contractor's point of contact. The Contractor may make inquiries regarding invoices to the payment office on .

(c) Invoice Line Item Descriptions must not include any sensitive and/or classified information, nor identify the Sponsor or any of its facilities. Any invoice including such information will not be considered a proper invoice in accordance with the Prompt Payment Act and shall 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.

(d) 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.

(e) 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.

(f) 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.

G-5. Authority and Designation of a Contracting Officer's Technical Representative (COTR) (OCT 2008)

As prescribed in insert the following clause in all contracts and fill in the appropriate name(s) and phone number.

Authority and Designation of a Contracting Officer's Technical Representative (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

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change to the contract:

Name Telephone No.

COTR:

(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 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.

G-6. Novation/Change-of-Name Notification Requirement (MAR 2009)

(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:

(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.

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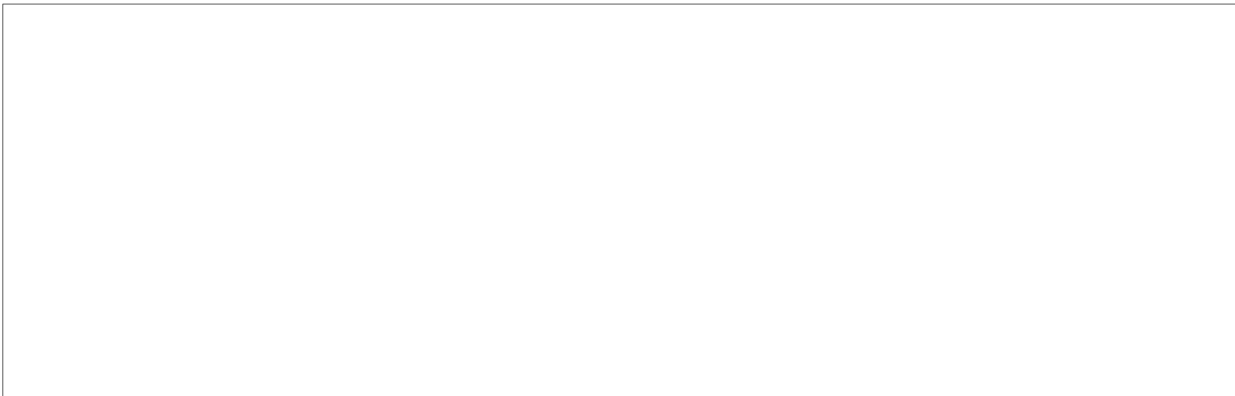
Contractor: George Washington University
Contract Number [redacted]
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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H-1. [redacted] Fraud, Waste, and Abuse - [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.

H-2. [redacted]



H-3. [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.

H-4. [redacted] 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

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Contractor: George Washington University

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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.

H-5. [redacted] 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.

(c) The following foreign nationals are hereby authorized to work on this contract:

Name	Title
------	-------

[Full Name] [Principle Investigator, Graduate/Undergraduate Student, etc.]

H-6. [redacted] 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:

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- (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.

H-7. Incorporation of Section K Representations, Certifications, and Other Statements of Operators 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.

H-8. 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.

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H-9. [redacted] 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]	

(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 program. 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.

H-10. [redacted] 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.

H-11. [redacted] 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.

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H-12. [REDACTED] 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.

H-13. [REDACTED] 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.

H-14. [REDACTED] 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 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.

H-15. Acknowledgement of Support and Disclaimer (Universities)

(a) Notwithstanding any other provision in this contract, the Contractor may publish material based upon work funded in whole or in part by monies provided under this contract on condition that the published material contains an acknowledgement of the Government's support and disclaimer as follows:

"This material is based upon work funded in whole or in part by the U.S. Government and any opinions, findings, conclusions, or recommendations expressed in this material are those of the author(s) and do not necessarily reflect the views of the U.S. Government."

(b) The Contractor agrees to incorporate the substance of this clause, including this paragraph (b), in all subcontracts under this contract.

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SECTION I - CONTRACT CLAUSES

I-1. 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.arnet.gov/far>

52.202-1	Definitions.	DEC 2001
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.	JUN 2003
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.	JUL 1995
52.215-15	Pension Adjustments and Asset Reversions.	JAN 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.	OCT 1997
52.216-11	Cost Contract - No Fee.	APR 1984
52.219-8	Utilization of Small Business Concerns.	OCT 2000
52.222-3	Convict Labor.	JUN 2003
52.222-21	Prohibition of Segregated Facilities.	FEB 1999
52.222-26	Equal Opportunity.	APR 2002
52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans.	DEC 2001
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.	DEC 2001
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.	JAN 2004
52.227-1	Authorization and Consent. (JUL 1995) - Alternate I	APR 1984
52.227-14	Rights in Data - General. (JUN 1987) - Alternate IV	JUN 1987
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.230-5	Cost Accounting Standards - Educational Institution.	APR 1998
52.230-6	Administration of Cost Accounting Standards.	NOV 1999
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 2003
52.233-1	Disputes. (JUL 2002) - Alternate I	DEC 1991
52.233-3	Protest after Award. (AUG 1996) - Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate V	APR 1984
52.244-5	Competition in Subcontracting.	DEC 1996
52.244-6	Subcontracts for Commercial Items.	APR 2003

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52.246-23	Limitation of Liability.	FEB 1997
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions).	SEP 1996

I-2. 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I-3. 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed zero or the overtime premium is paid for work -

I-4. 52.232-34 Payment by Electronic Funds Transfer - Other than Central Contractor Registration. (MAY 1999)

(b) *Mandatory submission of Contractor's EFT information.* (1) The Contractor is required to provide the Government with the information required to make payment by EFT. The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") by no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

I-5. 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

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Statutes of the United States.

I-6. [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.

1.7. [REDACTED] 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.

I-8. [REDACTED] Audit and Records Negotiation (AUG 2004) – Alternate II (AUG 2004)

(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.

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(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.

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

(g) The provisions of OMB Circular No. A-133, "Audits of States, Local Governments, and Nonprofit Organizations," apply to this contract.

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I-9. 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.

I-10. 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.

I-11. Independent Review of Agency Protests (JAN 2004)

An independent review of protests to the agency, as defined in FAR 33.103(d)(4), is available as an alternative to consideration by the Contracting Officer. Requests for an independent review shall be submitted directly to the Contracting Officer, along with the protest.

I-12. 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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SECTION J - LIST OF ATTACHMENTS

- 1) Statement of Work, *Research and Development and IC Postdoc Program Support* dated 08 March 2010. (Previously provided with RFP)
- 2) Monthly Contract Status Report Exemplar. (Previously provided with SOW)

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