

1. CONTRACTOR- RESEARCH FOUNDATION OF CUNY ON BEHALF OF:
COLLEGE: CITY COLLEGE, UNIVERSITY TRANSPORTATION RESEARCH CENTER
ADDRESS FOR INVOICES: 138TH STREET AND CONVENT AVE., Y BUILDING - RM. 220, NY, NY 10031

2. SUBCONTRACTOR-
NAME: UNIVERSITY OF PUERTO RICO
ADDRESS: MAYAGUEZ CAMPUS, DEPARTMENT OF ENGINEERING, MAYAGUEZ, PUERTO RICO 00681

3. PROJECT DESCRIPTION-
SPONSOR: U.S. DEPARTMENT OF TRANSPORTATION (USDOT) YEAR 15
TITLE: UNIVERSITY TRANSPORTATION RESEARCH CENTER GRANT/GRADUATE SCHOLARSHIPS
SPONSOR ID: DTRS 99-G-0002 CFDA # 20.502

4. KEY PERSONNEL/PROJECT DIRECTOR-
RFCUNY: DR. ROBERT PAASWELL
SUBCONTRACTOR: DR. BENJAMIN COLUCCI-RIOS

4a. KEY PERSONNEL/PROJECT DIRECTOR
TELEPHONE #-
RFCUNY: 212-650-8050
SUBCONTRACTOR: 787-834-6385

5. BUDGET-

U.S. DOT (SUBCONTRACT AMOUNT)	\$ 10,000.00
<u>NON-FEDERAL MATCHING FUNDS:</u>	
IN-KIND CONTRIBUTION (UPR)	\$ 10,000.00
RFCUNY FEE	775.00
TOTAL PROJECT COSTS	\$ 20,775.00
<u>SUBCONTRACT AMOUNT</u>	<u>\$10,000.00</u>

THESE AMOUNTS REPRESENT BUDGET SUMMARIES. A LINE ITEM BUDGET IS ATTACHED HERETO AS APPENDIX B.

6. ATTACHMENTS:
APPENDIX A: SCOPE OF WORK
APPENDIX B: BUDGET
APPENDIX C: SPECIAL TERMS & CONDITIONS
APPENDIX C-1: U.S. DOT FLOW-THRU PROVISIONS
APPENDIX D: GENERAL TERMS & CONDITIONS
APPENDIX E: INVOICE

6a. CONDITION PRECEDENT- Payment to the Foundation from the US DEPT. OF TRANSPORTATION for performance of this subcontract is a condition precedent to Subcontractor's right to payment, hereunder. The Subcontractor relies on the credit of the US DEPT. OF TRANSPORTATION, not the Research Foundation, for payment of its work.

The Subcontractor agrees that its right to payment extends to only those funds made available by the US DEPT. OF TRANSPORTATION pursuant to this subcontract cover sheet.

7. SUBCONTRACT TERM OCTOBER 1, 2002 TO SEPTEMBER 30, 2003

8. ADDITIONAL TERMS LETTER OF APPOINTMENT FOR STUDENTS SHALL BE MAINTAINED

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this agreement.

RESEARCH FOUNDATION OF CUNY
ON BEHALF OF CITY COLLEGE

BY: _____
(Signature)

NAME: _____
(Printed Name)

TITLE: _____
(Printed Title)

DATE: _____

SUBCONTRACTOR

BY: _____
(Signature)

NAME: _____
(Printed Name)

TITLE: _____
(Printed Title)

DATE: _____

University Transportation Research Center
Region II

Advanced Institute for Transportation Education
Graduate Scholars Program
in
Transportation

2002

Information and Application Form
for
Student Applicants

NOTE

This application form is for persons who intend to be full time students in one of the participating transportation masters program (see list).

If you are working at a transportation agency or company, you are eligible for this scholarship if your employer is willing to support your education by providing a 10-hour-per-week paid work release. However, you should not use this application. If you are working at a participating agency, you should apply using "Information and Application Form for Employees at Participating Agencies." To determine if your agency is participating and where to obtain the appropriate application, see the list included in this application. If your employer is not listed but indicates a willingness to provide the work release, please have them contact Dr. Claire McKnight (212/650-8059).

If you have additional questions about the AITE scholarship program that are not covered in the enclosed material, please contact one of the listed coordinators or Dr. McKnight (212/650-8059).

Advanced Institute for Transportation Education Graduate Scholars Program

Fall 2002

PROGRAM AIM

To increase the number of qualified professionals in transportation through graduate education leading to a Master's degree.

ADVANTAGES TO TRANSPORTATION GRADUATE SCHOLARS

- A scholarship that will pay up to \$10,000 toward full-time tuition and fees. Tuition will be paid for a maximum of three semesters. In some cases, the university may absorb tuition costs beyond the scholarship amount. Please contact the coordinator at the individual university for specific details.
- A stipend of up to \$10,000 that will be paid over a period of 12 months. The specific details will depend on the university that the scholar attends.
- A master's degree and an AITE Advanced Certificate of Achievement in Transportation indicating the graduate scholar's qualifications as a transportation professional.
- A possible part-time position in a transportation agency offering the opportunity of a full time job and advancement in the field.

WHO SHOULD APPLY

Any ambitious and capable college graduate looking for an exciting career should apply. This includes people currently working in transportation, people working in other fields who are thinking of a career change to transportation, recent college graduates, and college seniors who will graduate in the Spring 2002 semester. (People currently working in transportation agencies should check the list of participating agencies to see if their employer is participating in the program.) Note that the recipients may not work full-time during the period of the scholarship.

Careers in transportation require a diverse range of skills, backgrounds, experiences, and outlooks, ranging from social studies to engineering skills. Thus, people with degrees and experience in any field should consider applying.

PROGRAM ADMINISTRATION

The Advanced Institute for Transportation Education is a part of the Region II University Transportation Research Center, a consortium of twelve universities which offer educational and research programs in transportation. The University Transportation Research Center includes universities in New York, New Jersey, Puerto Rico, and the Virgin Islands. The administrative offices are located on the campus of the City College of New York.

All of the masters programs at the participating universities require at least 30 credits (or 10 courses) with a three course core and a capstone project requirement. The details of the specific programs are available in the individual university brochures. The consortium universities participating in the scholarship program are shown on the following sheet. The prospective

Transportation Graduate Scholar should apply to the university which offers the program most in line with his or her career objectives or interests.

REQUIREMENTS FOR GRADUATE SCHOLARS

The recipient of an AITE Graduate Scholarship must meet the following requirements:

1. The applicant must be a United States citizen or permanent resident.
2. The applicant must have a bachelor's degree. It is recommended that the applicant have maintained a 2.7 in their undergraduate studies (or a 3.2 in a graduate program).
3. The scholarship recipient must be admitted as a full time student to the transportation masters program at a participating university.
4. The scholarship recipient must not hold a full-time job during the period of the scholarship. (This does not apply to scholars in the program for participating transportation agencies.)
5. The applicant must have a proposed research project that the university coordinator has approved. (Fill out attached sheet for research statement and approval.)

PROCEDURE FOR APPLYING

The applicant must apply separately to: 1) the Advanced Institute for Transportation Education for a scholarship and 2) to the university where he or she plans to study for admission to their masters program.

(A) To apply for a Graduate Scholarship:

1. Fill out the attached scholarship application and research statement forms.
2. If you are working or have worked, attach a brief resume.
3. Write a brief essay on your career objectives in the transportation field (from 300 to 400 words).
4. Include copies of transcripts from all colleges attended.
5. Mail all the above items by **February 25, 2002**, to:

AITE Graduate Scholars Program
University Transportation Research Center
City College of New York
New York, New York 10031

(B) To apply to individual university program:

See the application procedures for the specific university. For more information, contact the coordinator(s) listed on the next sheet.

Upon admission to the participating graduate program, the scholarship applicant must send a copy of the admissions letter to the AITE Graduate Scholars Program at the above address.

Note: In order for your application to be considered, you must have applied to the participating masters program by March 15.

University Transportation Research Center
Region II

**Universities participating in the
Advanced Institute for Transportation Education**

City University of New York

Design, Management, Planning, Policy
Prof. Claire E. McKnight
Institute for Transportation Systems
City College of New York
Convent Ave. at 135th St.
New York, New York 10031
212/650-8059
mcknight@ce.ccny.cuny.edu

State University of New York at Albany

Planning, Policy
Prof. Ray Bromley
Department of Geography and Planning
SUNY at Albany
Albany, New York 12222
518/442-4770
r.bromley@albany.edu

Polytechnic University

Design, Management, Planning, Policy, Safety
Prof. Elena Prassas
Transportation Research Institute
Polytechnic University
6 Metrotech Center
Brooklyn, New York 11201
718/260-3788
eprassas@poly.edu

State University of New York Maritime College

Management, Policy
Prof. Shmuel Yahalom
Graduate Department/Transportation Management
SUNY Maritime College
6 Pennyfield Ave.
Fort Schulyer, Throggs Neck, New York 10465
718/409-7285
yahaloms@aol.com

Rensselaer Polytechnic Institute

Design, Management, Planning, Policy
Prof. George List
Department of Civil Engineering
Rensselaer Polytechnic Institute
Room 4044 JEC
Troy, New York 12180
518/276-6362
listg@rpi.edu

University of Puerto Rico

Design, Management
Prof. Benjamín Colucci-Ríos
Department of Engineering
University of Puerto Rico
Mayaguez Campus
Mayaguez, Puerto Rico 00681
787/834-6385
bcolucci@ce.uprm.edu

Rutgers University

Design, Planning, Policy
Prof. Maria Boilé
Department of Civil Engineering
Rutgers University
P.O. Box 909
Piscataway, NJ 08855-0909
732/445-7979
boile@rci.rutgers.edu

For information on curricula and application procedures of specific graduate programs, contact the University Coordinators.

**Transportation Agencies Participating in the
Advanced Institute for Transportation Education**

The agencies listed below are participating in the AITE scholarship program. If you work for one of these agencies, you should apply through the agency; to find out more about the program, contact the coordinator for your agency.

Metropolitan Transportation Authority

Coordinator: Nelly Egbuchiam
Management Development Information Specialist, OD&T
(212) 878-7459

New Jersey Department of Transportation

Coordinator: Dr. Ernest "Bub" Kovacs
Manager of Training and Organizational Development
(609) 530-4439

New Jersey Transit

Coordinator: Joseph Boscia
Senior Director, Organizational and Employee Development
(201) 378-6619

New York City Department of Transportation

Coordinator: Josephine O'Connell
Director, Human Development
(212) 442-7832

New York City Transit Authority

Coordinator: Donald B. Cohen
Director, Employee Development
(718) 694-4547

New York Metropolitan Transportation Council

Coordinator: Norma Hessic
Chief of Staff
(718) 472-3291

New York State Department of Transportation

Coordinator: Constance V. Beitter
Director, Training Bureau
(518) 457-2942

Puerto Rico Highway and Transportation Authority

Coordinator: Eng. José M. Izquierdo Encarnación
Secretary of Department of Transportation
(787) 728-7785
jizquierdo@act.dtop.gov.pr

Present employer: _____

Address: _____

Your position: _____

Which participating university will you attend?
(Check with the university coordinator for the application requirements.)

- | | |
|---|--|
| <input type="checkbox"/> City College of New York | <input type="checkbox"/> State University of New York at Albany |
| <input type="checkbox"/> Polytechnic University | <input type="checkbox"/> State University of New York Maritime College |
| <input type="checkbox"/> Rensselaer Polytechnic Institute | <input type="checkbox"/> University of Puerto Rico |
| <input type="checkbox"/> Rutgers University | |

NOTE: This form is an application for the AITE scholarship for **full-time students**. If the applicant is working at a participating agency, they must use an application from the agency coordinator. Additionally, the applicant must make a separate application to the specific university graduate program.

Applicant's signature _____

Date _____

Return the completed application with your resume, essay, and copies of transcripts to:

AITE Graduate Scholars Program
University Transportation Research Center
Y Building - Room 220
City College of New York
New York, New York 10031

Complete applications with attachments must be postmarked no later than:

February 25, 2002

University Transportation Research Center
Region II
Advanced Institute for Transportation Education
Graduate Scholars Program

Research Statement

Fall 2002

Name: _____

Faculty Mentor: _____

University: _____

Title of Research Project: _____

Is this project:

Sponsored Unsponsored

If project is sponsored,

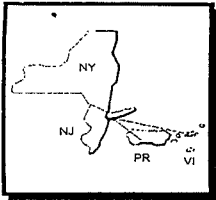
Name of sponsor _____

Principal investigator: _____

Dates of project: _____

Will your work constitute the majority of effort on this project? yes no

If not, describe the goals of overall project. (If so, include in next part.)



REGION II

UNIVERSITY TRANSPORTATION RESEARCH CENTER

Y BUILDING ROOM 220
THE CITY COLLEGE OF NEW YORK - NEW YORK - NEW YORK 10031
TEL: (212) 650-8050 FAX: (212) 650-8374

Year Fifteen Budget (ORIGINAL: 10/28/02)

PROJECT: RF 49777-10-04
TITLE: Graduate Scholarships, UPR
P.I. : Prof. Benjamin Colucci, UPR
PERIOD: October 1, 2002 to September 30, 2003

FUNDING SOURCE

	<u>TOTAL</u>	<u>USDOT</u>	<u>COLLEGE IN-KIND</u>
<u>Scholarships</u>			
Lizaida Ramos Troche	\$10,000	\$5,000	\$5,000
Lynette Alicca-Leon	\$10,000	\$5,000	\$5,000
TOTAL	\$20,000	\$10,000	\$10,000
<u>7.75% RF CUNY</u>	<u>\$775</u>	<u>\$775</u>	
TOTAL PROJECT	\$20,775	\$10,775	\$10,000



Universidad de Puerto Rico
Recinto Universitario de Mayagüez
Colegio de Ingeniería
Departamento de Ingeniería Civil
y Agrimensura

University of Puerto Rico
Mayagüez Campus
College of Engineering
Department of Civil Engineering
and Surveying



CTT-EXT-203

August 9, 2002

Mr. Camille Kamga
Assistant Director, Administration
University Transportation Research Center
The City College of New York
New York, NY 10031


Dear Mr. Kamga:

We acknowledged receipt of your e-mail dated July 30th, 2002 regarding the \$5,000 Advanced Institute for Transportation Education (AITE) awards for Ms. Lizaida Ramos-Troche and Ms. Lynnette Alicca-Leon for the fall semester 2002.

Based upon the contractual agreement between the University of Puerto Rico at Mayagüez (UPRM) and the University Transportation Research Center (UTRC), UPRM will cover the tuition expenses for the fall semester 2002-2003 of Ms. Lizaida Ramos-Troche and Ms. Lynnette Alicca-León and will also provide up to \$5,000 in-kind match of all associated infrastructure and administrative expenses required to provide a graduate program in Transportation Engineering at UPRM.

If you need additional information, please do not hesitate to contact the subscriber at your earliest convenience.

Sincerely,


José A. Martínez Cruzado, PhD, PE
Interim Chairman
Civil Engineering and Surveying Department

gve

cc: Benjamin Colucci, PhD, PE
UTRC Coordinator at UPRM

**RESEARCH FOUNDATION OF CITY UNIVERSITY OF NEW YORK
APPENDIX C: SPECIAL TERMS/CONDITIONS (UTRC)**

Article 1: Scope of Work
Article 2: Project Control
Article 3: Key Personnel
Article 4: Inspection
Article 5: Price, Payment & Submission of Invoices
Article 6: Authorized Funding
Article 7: Period of Performance
Article 8: OMB Circular A-133 Audit
Article 9: Program Income
Article 10: Equipment Accountability & Disposition
Article 11: Publications
Article 12: Subcontracts
Article 13: Termination
Article 14: Notices
Article 15: Non-Discrimination/EEO Provisions
Article 16: Protection of Human Subjects
Article 17: Care of Laboratory Animals
Article 18: Recombinant DNA Molecules
Article 19: Clean Air and Water
Article 20: Certification Regarding Debarment Suspension, Ineligibility and Voluntary Exclusion
Article 21: Certification Regarding Lobbying

THIS AGREEMENT is executed by and between Research Foundation of City University of New York ("Foundation") and the Sub-Contractor ("Subcontractor") named in the Cover Sheet of Sub-Contract ("Cover").

WITNESSETH:

WHEREAS, the U.S. Government agency ("Sponsor") has made the award described in the Cover ("Prime Agreement") to Foundation of which the Subcontractor has proposed a project in collaboration with the Research Foundation of CUNY as detailed in the application for said Prime Agreement (The "Application"); the Subcontractor has skilled personnel and facilities available to undertake such a program; Foundation desires to have the Subcontractor conduct work in connection with this project; the Subcontractor and Foundation desire this Agreement and the work to be performed under it to fully comply with all pertinent Federal laws, regulations and policies;

NOW THEREFORE, the parties agree as follows:

PROGRAMMATIC CONSIDERATIONS

1. Scope of Work - Subcontractor agrees to perform the work described in Appendix A, such work being an integral part of the Scope of Work of the Prime Agreement.

2. Project Control - The Project Director and Representative of Foundation named on the Cover Sheet is responsible for the technical scientific, or programmatic aspects of this Agreement.

3. Key Personnel - The individual(s) named as Key person(s) on the Cover Sheet shall be responsible for the conduct of work by the Subcontractor under this Agreement. The Subcontractor shall not replace these individuals without prior consultation with and approval by the Foundation.

4. Inspection - Designated Representatives of Foundation shall have the right to inspect and review the progress of the work performed pursuant to this Agreement. All reasonable facilities, including access to relevant data test results and computations used or generated under this Agreement shall be made available when such inspections are conducted. Inspections shall be conducted in a manner as to not unduly delay the progress of the work and Foundation shall give the Subcontractor reasonable notice prior to conducting any such inspection.

FISCAL CONSIDERATION

5. Price, Payment and Submission of Invoices - As compensation, Foundation agrees to reimburse the Subcontractor up to the total authorized funding for this Agreement. All costs incurred in the performance of this Agreement are subject to the limitation of other articles herein. Invoices from the Subcontractor shall be prepared using the Foundation Invoice which is attached hereto as Appendix E. Said invoice shall be forwarded to the individual named on the Cover Sheet. Payment will be made quarterly for services performed in the previous quarter or as such other times as may be agreed upon between the Parties.

6. Authorized Funding - The total authorized funding provided to the Subcontractor is stated on the Cover Sheet. It is anticipated that this program will be continued for the number of years noted on the Cover Sheet.

However, the extension of this Agreement is subject to continuation by the Sponsor with specific funds awarded for the Subcontractor's portion of the work.

7. Period of Performance - The period of performance of this Agreement shall be as set forth on the Cover Sheet and shall not extend beyond such period unless agreed to in writing by both parties hereto.

8. OMB Circular A-133 Audit - Subcontractor acknowledges that it is subject to OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations" if during its fiscal year, Subcontractor expends \$300,000 or more in federal awards, and certifies it is in compliance with the audit requirements of the Circular.

Subcontractor agrees to have a single or program-specific audit conducted in accordance with the provisions of Circular A-133. SUBCONTRACTORS that expend \$300,000 or more in a year in Federal Awards shall have a single audit conducted in accordance with Circular A-133, except when they elect to have a program-specific audit conducted. SUBCONTRACTORS may elect to have a program-specific audit conducted if it expends Federal funds under only one Federal Program (excluding R&D) and the Federal program's laws, regulations, or grant agreements do not require a financial statement audit.

Subcontractor shall submit to the Federal clearinghouse designated by U.S. Office of Management and Budget (OMB), the Data Collection Form for Reporting on Audits of States, Local Governments, and Non-Profit Organizations (Data Collection Form) and the Reporting Package, as described in Circular A-133. The Reporting Package shall include the: financial statements and the schedule of expenditures of Federal awards; the summary schedule of prior audit findings; the auditor's report; and, the corrective action plan.

Subcontractor shall provide written notification to the Foundation that: an audit of the Subcontractor was conducted in accordance with Circular A-133 (including the period covered by the audit and the name, amount and CFDA number of the Federal award(s) provided by Foundation; the schedule of

findings and questioned costs disclosed no audit findings relating to the Federal awards(s) that the Foundation provided; and, the summary schedule of prior audit findings did not report on the status of any audit findings relating to the Federal awards(s) that the Foundation provided.

In addition to the requirements herein, when the schedule of findings and questioned costs disclosed audit findings relating to Federal Awards that the Foundation provided or the summary schedule of prior audit findings reported the status of any audit findings relating to Federal awards that the Foundation provided, then Subcontractor shall submit a copy of the Reporting Package to the Foundation. Subcontractor will inform the Foundation of the corrective action that has been or will be taken for audit findings related to the Foundation. In addition, Subcontractor will immediately inform the Foundation of material operational weaknesses disclosed in audits performed.

Subcontractor shall submit written notification and the Reporting Package (if appropriate) to: The Research Foundation of City University of New York, 30 West Broadway, 11th Floor, New York, New York, 10007 (Attn: Controller's Department).

Subcontractor understands that if, in the opinion of the FOUNDATION and/or SPONSOR, it fails to comply with the audit requirements, appropriate sanctions may be imposed, including, but not limited to those in Circular A-133. Subcontractor agrees that any penalties or expenditure disallowances imposed on the Foundation resulting from instances of noncompliance with Federal laws and regulations will be reimbursed by the Subcontractor.

If the Subcontractor expends less than \$300,000 a year in Federal awards, or if Subcontractor is a For-Profit organization, then Subcontractor is exempt from the requirements of Circular A-133 for that year. However, records must be made available for review or audit as requested by appropriate officials of the Foundation, Sponsor, and other Federal agencies, including Inspector Generals and General Accounting Office.

9. Program Income - Subcontractor is required to maintain such records as may be necessary to comply with the Sponsor's requirements. Any such income generated under this Agreement shall be used to reduced the expenditures chargeable thereto.

10. Equipment Accountability and Disposition - Title to, inventory and accountability for, and disposition of equipment purchased under this agreement, will be determined in accordance with Sponsor's policy. Should the Subcontractor Keyperson, named in the Cover, and the work called for by this Agreement, move to another institution, the Subcontractor agrees to the transfer of all equipment purchased with Agreement funds to the new institution.

11. Publications - All research reports and other publications relating to the work under this Agreement shall bear proper acknowledgment of the support provided by the Prime Agreement referenced in the Cover Sheet.

Subcontractor further agrees that should it issue statements, press releases, requests for proposals, bid solicitations, and other documents describing programs or projects funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the program or project, and (3) percentage and dollar amount of the total costs of the program or project that will be financed by non-governmental sources.

12. Subcontracts - Subcontractor will not subcontract any of the effort required under this Agreement without prior written approval of the Foundation. Any subcontract so issued will include the clauses stipulated in the pertinent OMB Circular.

13. Termination - If any time the Prime Agreement is terminated during the performance of this Agreement, or should the Prime Agreement funding for support of this Agreement be deleted or reduced, the Foundation may in written notice to the Subcontractor terminate this Agreement upon reasonable notice consistent with the termination of the Prime Agreement. The Foundation shall also have the unilateral right to terminate this Agreement, upon ten (10) day written notice, for the Subcontractor's failure to meet any substantive requirement or obligation of this Agreement should it fail to cure or correct said deficiency within the said ten (10) days or such longer period as the parties may mutually agree. The Subcontractor shall be reimbursed for noncancellable obligations properly incurred prior to the date of notice of termination and allowable costs up to and including date of

termination. Nothing in this paragraph is intended to abrogate the Parties' right to mutually terminate this Agreement on such terms as may be agreed upon.

14. Notices - Notices required to be given under this Agreement shall be in writing, sent by Certified Mail. Return Receipt Requested, to the representatives named in the Cover Sheet as well as the FOUNDATION.

15. Non-Discrimination / Equal Employment Opportunity Provisions - It is agreed that during the performance of this Agreement, the Contractor: (a) will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin; (b) will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race, color, religion, sex, or national origin; (c) will comply with all provisions of Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60); (d) must ensure the Foundation that they have a valid Assurance of Compliance with the Civil Rights Act of 1964 on file with the DHHS (form HEW 441); and (e) by acceptance of this Agreement, certifies that it will comply with the requirements of the Rehabilitation Act of 1973. In the event of the Contractor's noncompliance with the Equal Opportunity clause of this contract or any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended, in whole or in part, as deemed appropriate by the Foundation.

16. Protection Of Human Subjects - If this Agreement involves the use of Human Subjects the Subcontractor (a) agrees that the right and welfare of human subjects will be protected in accordance with Sponsor policies set forth in the documents described in the Cover Sheet (b) agrees to provide certification to the Foundation at least annually, that an appropriate institutional committee has reviewed and approved the procedures which involve human subjects; (c) shall bear full responsibility for the proper and safe performance of all work and services involving the use of human subjects under this contract. No provision of this contract shall be deemed to constitute the Subcontractor or any agent or employee of the Subcontractor as an agent or employee of the Research Foundation of CUNY. The Subcontractor agrees that it has entered into this contract and will discharge its obligations, duties, and undertakings and the work pursuant thereto.

whether requiring professional judgment or otherwise as an independent Subcontractor and without liability on the part of the foundation.

7. Care Of Laboratory Animals - If the work under this Agreement involves the use of laboratory animals, The Subcontractor agrees that it will comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et seq.), and the regulations promulgated thereunder by the Secretary of Agriculture (9 CFR subchapter A. Parts 1, 2, 3, and 4) pertaining to the care, handling, and treatment of vertebrate animals held or used for research, teaching, or other activities supported by Federal awards. The Contractor is expected to ensure that the guidelines described in Department of Health and Human Services (DHHS) Publication NO. (NIH) 85-23, "Guide for the Care and Use of Laboratory Animals," are followed and to comply with the U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training" (included as an Appendix to the NIH Guide).

18. Recombinant DNA Molecules - If The work under this Agreement requires performing research involving recombinant DNA molecules and/or organisms and viruses containing recombinant DNA molecules Subcontractor agrees by acceptance of this Agreement to comply with the National Institutes of Health "Guidelines for Research Involving Recombinant DNA Molecules," 6-83 (48 FR 24556) or such later revision of those guidelines as may be published in the Federal Register.

19. Clean Air and Water - (Applies only if this award exceeds \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 1857 c-8(c)(1) or the Federal Water Pollution Control Act [33 U.S.C. 1319(c)] and is listed EPA, or the award is not otherwise exempt.) The Subcontractor agrees: (a) to comply with all the requirements of Section 114 of the Clean Air Act [42 U.S.C. 1857 et seq., as amended by PL 91-604] and Section 308 of the Federal Water Pollution Control Act [33 U.S.C. 1251 et seq., As amended by PL 92-500], respectively, relating to inspection, monitoring entry, reports, and information, as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Federal Water Pollution Control act, respectively, and all regulations and guidelines issued thereunder before the award of this Agreement; (b) that no portion of the work required by this Agreement will be

performed in a facility listed on the Environmental Protection Agency list of Violating Facilities on the date that this Agreement was awarded unless and until EPA eliminates the name of such facility or facilities from such listing; (c) to use its best efforts to comply with clean air standards and clean water standards at the facility in which this Agreement is being performed; and (d) to insert the substance of the provisions of this article into any nonexempt subcontract.

20. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Subcontractor agrees: (a) that its signature on this Agreement constitutes a certification to the best of its knowledge and belief, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; (b) to provide immediate written notice to the person referenced in ARTICLE 20 above, if at any time Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances; (c) that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with whom this transaction originated; (d) to include a similar clause in all lower tier covered transaction.

21. Certification Regarding Lobbying - Subcontractor agrees: (a) that its signature on this Agreement constitutes a certification to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subcontractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement; (b) if any funds other than Federal appropriated funds have been paid or will be paid to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an

employee of any agency, a Member of Congress, an officer or employee of Congress in connection with the Prime Agreement the Contractor shall complete and submit Standard form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction; (c) to include a similar clause in all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, or cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

refkyung\utrc\app-cfed july, 2000

APPENDIX C-1
UNITED STATES DEPARTMENT OF TRANSPORTATION
TERMS AND CONDITIONS

The following are terms and conditions taken from the United States Department of Transportation Federal Transit Administration Master Agreement that are imposed upon subrecipients of federal funds. In the application of these terms and conditions substitute the word "subcontractor" for "recipient."

d. U.S. DOT Administrative Requirements. The Recipient acknowledges that Federal administrative requirements differ for the various types of entities receiving Federal assistance.

(1) A state, local or Indian tribal government that is a Recipient agrees to comply with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 C.F.R. Part 18.

(2) An institution of higher education or a nonprofit organization that is a Recipient agrees to comply with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and

(3) A private for-profit organization that is a Recipient also agrees to comply with the "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations," 49 C.F.R. Part 19.

e. Application of Federal, State, and Local Laws and Regulations.

(1) Federal Laws and Regulations. The Recipient acknowledges that Federal laws, regulations, policies, and related administrative practices applicable to the Project on the date the authorized FTA official signs the Grant Agreement or Cooperative Agreement may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of the Project at any particular time, except if FTA issues a written determination otherwise. Such written determination might take the form of a Special Condition or Requirement added to the Grant Agreement or Cooperative Agreement or a letter signed by the Federal Transit Administrator, the language of which modifies or otherwise conditions the text of a particular provision of this Master Agreement. Specifically, new Federal laws, regulations, policies, and administrative practices may be promulgated after the date when the Recipient executes the Grant Agreement or Cooperative Agreement, and may, by their terms, apply to that Grant Agreement or Cooperative Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include notice in each agreement with its subrecipients and third party contractors under the Project that Federal requirements may change and the changed requirements will apply to the project as required, unless the Federal Government determines otherwise. All standards or limits within this Master Agreement to be observed in the performance of the Project are minimum requirements, unless modified by FTA.

(2) State or Territorial Law and Local Law. Except to the extent that a Federal statute or regulation preempts state or territorial law, nothing in the Grant Agreement or Cooperative Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any state, territorial law or local law; therefore, if any of the provisions of the Grant Agreement or Cooperative Agreement violate any state, territorial, or local law, or if compliance with the provisions of the Grant Agreement or Cooperative Agreement would require the Recipient to violate any state, territorial, or local law, the Recipient agrees to notify FTA immediately in writing to permit FTA and the Recipient to make appropriate arrangements to proceed with the Project as quickly as possible.

f. Changed Conditions of Performance (Including Litigation). The Recipient agrees to notify FTA immediately of any change in local law, conditions, or any other event that may significantly affect the Recipient's ability to perform the Project in accordance with the terms of the Grant Agreement or Cooperative Agreement. In addition, the Recipient agrees to notify FTA immediately of any decision pertaining to the Recipient's conduct of litigation that may affect the Federal Government's interests in the Project or the Federal Government's administration or enforcement of Federal laws or regulations. Before the Recipient may name the Federal

g. No Federal Government Obligations to Third Parties. The Recipient agrees that, absent the Federal Government's express written consent, the Federal Government shall not be subject to any obligations or liabilities to any subrecipient, any third party contractor, or any other person not a party to the Grant Agreement or Cooperative Agreement in connection with the performance of the Project. Notwithstanding any concurrence provided by the Federal Government in or approval of any solicitation, subagreement, or third party contract, the Federal Government continues to have no obligations or liabilities to any party, including the subrecipient and third party contractor.

h. Infrastructure Investment. The Recipient agrees to consider the provisions of Executive Order No. 12803, "Infrastructure Privatization," 57 Fed. Reg. 19063, May 4, 1992; and Executive Order No. 12893, "Principles for Federal Infrastructure Investments," 59 Fed. Reg. 4233, January 26, 1994.

Section 3. Ethics.

a. Code of Ethics. The Recipient agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of third party contracts or subagreements supported by Federal assistance. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential contractors or subrecipients. The Recipient may set minimum rules where the financial interest is not substantial, or the gift is an unsolicited item of nominal intrinsic value. As permitted by state or local law or regulations, the code or standards shall include penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or their agents, or by contractors or subrecipients or their agents.

(1) Personal Conflicts of Interest. The Recipient's code or standards of conduct shall prohibit the Recipient's employees, officers, board members, or agents from participating in the selection, award, or administration of a third party contract or subagreement supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the following parties has a financial or other interest in the firm or entity selected for award: (a) the employee, officer, board member, or agent; (b) any member of his or her immediate family, (c) his or her partner, or (d) an organization that employs, or intends to employ, any of the above.

(2) Organizational Conflicts of Interest. The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subagreement may, without some restrictions

subrecipient or impair its objectivity in performing the contract work.

b. Debarment and Suspension. The Recipient agrees as follows:

(1) The Recipient agrees to comply with the requirements of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note; and U.S. DOT regulations on Debarment and Suspension at 49 C.F.R. Part 29.

(2) Unless otherwise permitted by FTA, the Recipient agrees to refrain from awarding any third party contract of any amount to or entering into any subagreement of any amount with a party included in the "U.S. General Services Administration's (U.S. GSA) List of Parties Excluded from Federal Procurement or Nonprocurement Programs," implementing Executive Orders Nos. 12549 and 12689, "Debarment and Suspension" and 49 C.F.R. Part 29. The list also includes the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible for contract award under statutory or regulatory authority other than Executive Order No. 12549 and 12689.

(3) Before entering into any subagreement with a subrecipient, the Recipient agrees to obtain a debarment and suspension certification from each prospective recipient containing information about the debarment and suspension status and other specific information about the subrecipient and its "principals," as defined at 49 C.F.R. § 29.105(p). An example of the appropriate certification is contained in 49 C.F.R. Part 29, Appendix A.

(4) Before entering into any third party contract exceeding \$100,000, the Recipient agrees to obtain a debarment and suspension certification from each third party contractor containing information about the debarment and suspension status of that third party contractor and its "principals," as defined at 49 C.F.R. § 29.105(p). The Recipient also agrees to require each third party contractor to refrain from awarding any third party subcontract of any amount (at any tier) to a debarred or suspended subcontractor, and to obtain a similar certification from any third party subcontractor (at any tier) seeking a contract exceeding \$100,000. An example of the appropriate certification is contained in 49 C.F.R. Part 29, Appendix B.

(5) The Recipient agrees to provide FTA a copy of each conditioned debarment or suspension certification provided by a prospective third party contractor at any tier or subrecipient at any tier. Until FTA approval is obtained, the Recipient agrees to refrain from awarding a third party contract or entering into a subagreement with any party that has submitted a conditioned debarment or suspension certification.

c. Interest of Members of or Delegates to the United States Congress. In accordance with 41 U.S.C. § 22, the Recipient agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived therefrom.

d. Bonus or Commission. The Recipient affirms that it has not paid, and agrees not to pay, any bonus or commission to obtain approval of its Federal assistance application for the Project.

c. Restrictions on Lobbying. The Recipient agrees as follows.

(1) The Recipient agrees that it will not use Federal assistance funds to support lobbying.

(2) In accordance with 31 U.S.C. § 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, if the Recipient's Project exceeds \$100,000, FTA will not make any Federal assistance available to the Recipient until FTA has: (a) received the Recipient's certification that the Recipient has not and will not use Federal appropriated funds to pay any person or organization to influence or attempt to influence an officer or employee of any Federal department or agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal grant, cooperative agreement, or any other Federal award from which funding for the Project is originally derived, consistent with 31 U.S.C. § 1352, and (b) if applicable, the Recipient's statement disclosing any lobbying with non-Federal funds that has taken place in connection with obtaining any Federal financing ultimately supporting the Project.

(3) The Recipient agrees to provide FTA a copy of each lobbying disclosure statement with the accompanying lobbying certification provided by a prospective third party contractor at any tier or subrecipient at any tier.

f. Employee Political Activity. To the extent applicable, 5 U.S.C. §§ 1501 through 1508 (Hatch Act) and Office of Personnel Management regulations, "Political Activity of State or Local Officers or Employees," 5 C.F.R. Part 151, apply to state and local agencies and their officers and employees. The Hatch Act restricts the political activity of an individual principally employed by a state or local executive agency in connection with a program financed in whole or in part by a Federal loan, grant, or cooperative agreement. However, the Hatch Act does not apply to a nonsupervisory employee of a transit system (or of any other agency or entity performing related functions) receiving FTA assistance to whom the Hatch Act does not otherwise apply.

g. False or Fraudulent Statements and Claims. The Recipient acknowledges and agrees as follows:

(1) The Recipient recognizes that the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to the Project. Accordingly, by signing the Grant Agreement or Cooperative Agreement, the Recipient certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, or it may make pertaining to the covered by the Grant Agreement or Cooperative Agreement. In addition to other penalties that may be applicable, the Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Recipient to the extent the Federal Government deems appropriate.

(2) The Recipient also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized

Section 22. Planning and Private Enterprise.

The Recipient agrees that each Project financed under the Grant Agreement or Cooperative Agreement will be implemented in a manner consistent with the plans developed in accordance with applicable planning and private enterprise requirements of 49 U.S.C. §§ 5303 through 5306, and joint Federal Highway Administration (FHWA)/FTA regulations, "Planning Assistance and Standards," 23 C.F.R. Part 450 and 49 C.F.R. Part 613.

Section 23. Environmental Requirements.

The Recipient recognizes that many Federal and state laws imposing environmental and resource conservation requirements may apply to the Project. Some, but not all, of the major Federal laws that may affect the Project include: the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq.; the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. and scattered sections of 29 U.S.C.; the Clean Water Act, as amended, scattered sections of 33 U.S.C. and 12 U.S.C.; the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 U.S.C. §§ 9601 et seq. The Recipient also recognizes that U.S. EPA, FHWA and other agencies of the Federal Government have issued and are expected in the future to issue regulations, guidelines, standards, orders, directives, or other requirements that may affect the Project. Thus, the Recipient agrees to adhere to, and impose on its subrecipients and third party contractors, any such Federal requirements as the Federal Government may now or in the future promulgate. Listed below are requirements of particular concern to FTA and the Recipient. The Recipient acknowledges that this list does not constitute the Recipient's entire obligation to meet all Federal environmental and resource conservation requirements.

a. Environmental Protection. The Recipient agrees to comply with the applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 59 Fed. Reg. 7629, Feb. 16, 1994; FTA statutory requirements on environmental matters at 49 U.S.C. § 5324(b); Council on Environmental Quality regulations on compliance with the National Environmental Policy Act of 1969, as amended, 40 C.F.R. Part 1500 et seq.; and joint FHWA/FTA regulations, "Environmental Impact and Related Procedures," 23 C.F.R. Part 771 and 49 C.F.R. Part 622.

b. Air Quality. The Recipient agrees as follows:

(1) The Recipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. Specifically:

(a) The Recipient agrees to comply with applicable requirements of U.S. EPA regulations, "Conformity to State or Federal Implementation Plans of Transportation Plans, Programs, and Projects Developed, Funded or Approved Under Title 23 U.S.C. or the Federal Transit Act," 40 C.F.R. Part 51, Subpart T; and "Determining Conformity of Federal Actions to

State or Federal Implementation Plans," 40 C.F.R. Part 93. To support the requisite air quality conformity finding for the Project, the Recipient agrees to implement each air quality mitigation and control measure incorporated in the Project. The Recipient agrees that any Project identified in an applicable State Implementation Plan (SIP) as a Transportation Control Measure, will be wholly consistent with the description of the design concept and scope of the Project described in the SIP.

(b) U.S. EPA also imposes requirements implementing the Clean Air Act, as amended, that may apply to transit operators, particularly operators of large transit bus fleets. Thus, the Recipient should be aware that the following U.S. EPA regulations, among others, may apply to its Project: "Control of Air Pollution from Motor Vehicles and Motor Vehicle Engines," 40 C.F.R. Part 85; "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines: Certification and Test Procedures," 40 C.F.R. Part 86; and "Fuel Economy of Motor Vehicles," 40 C.F.R. Part 600.

(2) The Recipient agrees to report and require each third party contractor and subrecipient at any tier to report any violation of these requirements resulting from any Project implementation activity of a third party contractor, subrecipient, or itself to FTA and the appropriate U.S. EPA Regional Office.

c. Clean Water. The Recipient agrees as follows:

(1) The Recipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 et seq.

(2) The Recipient agrees to report and require each third party contractor and subrecipient at any tier to report any violation of these requirements resulting from any Project implementation activity of a third party contractor (at any tier), subrecipient (at any tier), or itself to FTA and the appropriate U.S. EPA Regional Office.

d. Use of Public Lands. The Recipient agrees that no publicly owned land from a park, recreation area, or wildlife or waterfowl refuge of national, state, or local significance as determined by the Federal, state, or local officials having jurisdiction thereof, or any land from a historic site of national, state, or local significance may be used for the Project unless the FTA makes the specific findings required by 49 U.S.C. § 303.

e. Historic Preservation. The Recipient agrees to assist the Federal Government in complying with section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, involving historic and archaeological preservation as follows:

(1) The Recipient agrees to consult with the State Historic Preservation Officer about investigations to identify properties and resources listed in or eligible for inclusion in the National Register of Historic Places that may be affected by the Project, in accordance with Advisory Council on Historic Preservation regulations, "Protection of Historic and Cultural Properties," 36 C.F.R. Part 800, and notifying FTA of those properties so affected.

adverse effects on those historic properties.

f. Mitigation of Adverse Environmental Effects. The Recipient agrees that if the Project should cause adverse environmental effects, the Recipient will take all reasonable steps to minimize those effects in accordance with 49 U.S.C. § 5324(b), and all other applicable Federal laws and regulations, specifically, the procedures of 23 C.F.R. Part 771 and 49 C.F.R. Part 622. The Recipient agrees to undertake all environmental mitigation measures that may be identified as commitments in applicable environmental documents (such as environmental assessments, environmental impact statements, memoranda of agreement, and statements required by 49 U.S.C. § 303) and with any conditions the Federal Government has imposed in its finding of no significant impact or a record of decision. Those mitigation measures are incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. As soon as the Federal Government and the Recipient reach agreement on any deferred mitigation measures, those measures will then be incorporated by reference and made part of the Grant Agreement or Cooperative Agreement. The Recipient agrees that any mitigation measures agreed upon may not be modified or withdrawn without the express written approval of the Federal Government.

Section 24. Energy Conservation. The Recipient agrees to comply with the mandatory energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

Section 25. State Management and Monitoring Systems.

To the extent applicable, the Recipient agrees to comply with the requirements of joint FHWA/FTA regulations, "Management and Monitoring Systems," 23 C.F.R. Parts 500 and 626, and 49 C.F.R. Part 614.

Section 26. Charter Service Operations.

The Recipient agrees that neither it nor any transit operator performing work in connection with the Project will engage in charter service operations, except as permitted by 49 U.S.C. § 5323(d) and FTA regulations, "Charter Service," 49 C.F.R. Part 604, and any amendments thereto that may be issued. Any applicable charter service agreement required by these regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement.

Section 27. School Bus Operations.

The Recipient agrees that neither it nor any transit operator performing work in connection with the Project will engage in school bus operations for the transportation of students or school personnel exclusively in competition with private school bus operators, except as permitted by

49 U.S.C. § 5323(f) and FTA regulations, "School Bus Operations," 49 C.F.R. Part 605, and any amendments thereto that may be issued. Any applicable school bus agreement required by these regulations is incorporated by reference and made part of the Grant Agreement or Cooperative Agreement.

Section 28. Metric System. To the extent required by U.S. DOT or FTA, the Recipient agrees to use the metric system of measurement in its Project activities, as may be required by 49 U.S.C. §§ 205a *et seq.*; Executive Order No. 12770, "Metric Usage in Federal Government Programs," 15 U.S.C. § 205a note; and other regulations, guidelines, and policies issued by U.S. DOT or FTA. To the extent practicable and feasible, the Recipient agrees to accept products and services with dimensions expressed in the metric system of measurement.

Section 29. Privacy. To the extent that the Recipient, any third party contractor at any tier, any subrecipient at any tier, or their employees administers any system of records on behalf of the Federal Government, the Recipient agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected subrecipient at any tier, and their employees with the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552, (the Privacy Act). Specifically:

a. Consent of Federal Government. The Recipient agrees to obtain the express consent of the Federal Government before it or its third party contractors, subrecipients, or any of their employees operates a system of records on behalf of the Federal Government.

b. Acknowledgment of Civil and Criminal Penalties. The Recipient acknowledges that the requirements of the Privacy Act, including the civil and criminal penalties for violations of the Privacy Act apply to those individuals administering a system of records for the Federal Government under the Project, and that failure to comply with the Privacy Act may result in termination of the Grant Agreement or Cooperative Agreement.

Section 30. Substance Abuse.

a. Drug Abuse. The Recipient agrees as follows:

(1) The Recipient agrees to comply with U.S. DOT regulations, "Drug-Free Workplace Requirements (Grants)," 49 C.F.R. Part 29, Subpart F.

(2) To the extent the Recipient, any third party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety sensitive function under the Project, the Recipient agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected subrecipient at any tier, and their employees with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Prohibited Drug Use in Transit Operations," 49 C.F.R. Part 653.

b. Alcohol Abuse. To the extent the Recipient, any third party contractor at any tier, any subrecipient at any tier, or their employees, perform a safety sensitive function under the Project, the Recipient agrees to comply with, and assures the compliance of each affected third party contractor at any tier, each affected subrecipient at any tier, and their employees with 49 U.S.C. § 5331, and FTA regulations, "Prevention of Alcohol Misuse in Transit Operations," 49 C.F.R. Part 654.

Section 31. State Safety Oversight of Rail Fixed Guideway Public Systems.

To the extent applicable, the Recipient agrees to comply with any regulations or guidance pertaining to state safety oversight of rail fixed guideway systems that FTA or U.S. DOT may issue to implement 49 U.S.C. § 5330.

Section 32. Special Requirements for Formula Assistance Projects for Urbanized Areas.

a. Fares and Services. The Recipient agrees that it will use its established administrative process to solicit and consider public comment before raising fares or implementing a major reduction of service.

b. Audit Requirements. The Recipient agrees that the Federal Government may, at least annually and more frequently in its discretion, conduct or require the Recipient to have independently conducted reviews and audits as the Federal Government deems appropriate, pursuant to the provisions of 49 U.S.C. § 5307(i) and applicable regulations or guidelines that the Federal Government may issue.

c. Half Fare Requirements. The Recipient agrees that the rates charged the elderly and persons with disabilities during nonpeak hours for transportation using or involving Project facilities and equipment will not exceed one-half of the rates generally applicable to other persons at peak hours, whether the operation of such facilities and equipment is by the Recipient or is by another entity under lease or otherwise. The Recipient agrees that it will give the rate required herein to any individual presenting a Medicare card duly issued to that individual pursuant to title II or title XVIII of the Social Security Act, 42 U.S.C. §§ 401 et seq., and §§ 1395 et seq., respectively.

d. Procurement of an Associated Capital Maintenance Product. The Recipient may, without prior Federal approval, procure an associated capital maintenance product eligible under 49 U.S.C. § 5325(c) by contract directly with the original manufacturer or supplier of the item to be replaced, provided that the Recipient: (1) first certifies in writing that such manufacturer or supplier is the only source of that item and the price of that item is no higher than the price paid for that item by like customers, and (2) complies with applicable Buy America statutory and regulatory requirements.

RESEARCH FOUNDATION OF THE CITY UNIVERSITY
OF NEW YORK

GENERAL TERMS AND CONDITIONS FOR UTRC SUBCONTRACTS
APPENDIX D

1. COVENANTS OF SUBCONTRACTOR

- A. All experts, consultants or employees of the Subcontractor who are employed by the Subcontractor to perform work under this subcontract are not employees of Foundation. Subcontractor alone is responsible for their work, direction, compensation and personal conduct while engaged under this subcontract. Nothing in this contract shall impose any liability or duty on Foundation for the acts, omissions, liabilities or obligations of the Subcontractor or any person, firm, company, agency, association, corporation or organization engaged by the Subcontractor as expert, consultant, independent contractor, specialist, trainee, employee, servant, or agent.
- B. The Subcontractor shall be solely responsible for all physical injuries or death to its agents, servants, or employees or to any other person or damage to any property sustained during its operations and work on the project under this subcontract resulting from any act of omission or commission or error in judgment of any of its officers, trustees, employees, agents, servants, or independent contractors, and shall hold harmless and indemnify Foundation from liability upon any and all claims for damages on account of such injuries or death to any such person or damage to property on account of any neglect, fault or default of the Subcontractor, its officers, trustees, employees, agents, servants, or independent contractors. The Subcontractor shall be solely responsible for the safety and protection of all of its employees.

2. INDEPENDENT CONTRACTOR STATUS

- A. The Subcontractor and Foundation agree that the Subcontractor is an independent contractor and not an employee of Foundation. In accordance with such status as independent contractor, Subcontractor covenants and agrees that neither it nor its employees or agents will hold themselves out as, nor claim to be officers or

employees of Foundation by reason hereof, and that they will not by reason hereof, make any claims, demands or applications to or for any privilege applicable to an employee of Foundation.

3. ASSIGNMENT

- A. The Subcontractor shall not assign, transfer, convey or otherwise dispose of this subcontract or of Subcontractor's rights, obligations, duties, in whole or in part, or of its right to execute it, or its right, title or interest in it or any part thereof, or assign by power of attorney or otherwise, any of the monies due or to become due under this subcontract, unless the prior written consent of Foundation shall be obtained. Any such assignment, transfer, conveyance or other disposition without such consent shall be void.
- B. Failure of the Subcontractor to obtain any required consent to any assignment, shall be cause for termination for cause, at the option of Foundation; and if so terminated, Foundation shall thereupon be relieved and discharged from any further liability and obligation to the Subcontractor, its assignees or transferees, and all monies that may become due under the subcontract shall be forfeited to Foundation except so much thereof as may be necessary to pay the Subcontractor's employees.

4. TERMINATION

- A. Foundation shall have the right, upon ten days prior written notice, to postpone, delay, suspend or terminate the subcontract and the work or any part thereof which the Subcontractor is engaged to perform hereunder, at any time and for any reason deemed to be in Foundation's interest. In such event, the Subcontractor shall be paid allowable costs up to and including date of termination or such reasonable part of his fee as shall apply to services properly performed hereunder prior to the date of such postponement, suspension or termination. Such postponement, suspension or termination shall not give rise to any claims or cause of action against Foundation for damages or for other or extra remuneration.

- B. The mailing of all notices, by registered mail, addressed to the Subcontractor at the address referred to in the opening paragraph of the subcontract, shall be deemed sufficient notices to the Subcontractor.

5. PATENT RIGHTS

- A. If any invention, improvement, or discovery of the Subcontractor is conceived or first actually reduced to practice in the course of or under this Subcontract and that invention, improvement or discovery is patentable under the laws of the United States of America or any foreign country, the Subcontractor agrees to notify the Foundation and the FTA immediately and provide a detailed report, in accordance with Appendix C-1 Section II, Specific Statutory Requirements, ¶ 12.
- B. Unless the Federal Government later makes a contrary determination in writing, the rights and responsibilities of the Subcontractor and the Federal Government pertaining to that invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, including any waiver thereof. Rights to inventions made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements is governed by 37 C.F.R. Part 401.

6. RIGHTS IN DATA and COPYRIGHTS

The FOUNDATION retains for itself the same rights in subject data as is retained by the Federal government as set forth in Appendix C-1 Section II, Specific Statutory Requirements, ¶ 12.

7. INFRINGEMENTS

The Subcontractor shall be liable to Foundation and hereby agrees to indemnify and hold Foundation harmless for any damage or loss or expense sustained by Foundation from any infringement by the Subcontractor of any copyright, trademark or patent rights or design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Subcontractor in the performance of this subcontract.

8. HOLD HARMLESS AND INDEMNIFICATION

Subcontractor shall indemnify Foundation against and hold Foundation harmless from any and all claims, actions, proceedings, expenses, damages, or liabilities, including attorney fees and court costs, resulting from the negligent acts, fault or default of the Subcontractor.

9. INSURANCE

Subcontractor will at its expense maintain at all times during the terms of this subcontract, general liability insurance for property damage and bodily injury to cover the performance of this subcontract. In no event shall the insurance limits be less than \$1,000,000 per occurrence for property damage and bodily injury. The policy shall be obtained from an insurer licensed to do business in the State of New York and the insurer shall have a Best's rating of no less than B+. Each insurance policy will name Foundation as additional insured and will contain a clause requiring the insurer to give Foundation at least 30 days prior written notice of any alteration in the terms of such policy or the cancellation, thereof. Upon execution of this subcontract, Subcontractor will deliver to Foundation a certificate evidencing such insurance.

10. GENERAL RELEASE

The acceptance by the Subcontractor or any person under the direction of the Subcontractor of any payment made on the final invoice under this subcontract shall operate as and shall be a release to Foundation from all claims for payment to the Subcontractor, his successors, legal representatives and assigns for anything done or furnished under the provisions of this subcontract.

11. ONE YEAR LIMITATION

No action shall lie or be maintained against Foundation upon any claim based on this subcontract or arising out of this subcontract or out of anything done in connection with this subcontract unless such action shall be commenced within one year after the rendition of a final report by the Subcontractor or within one year after the termination or expiration of this subcontract. None of the provisions of Article 2 of the Civil Practices Law and Rules shall apply to any action against Foundation arising out of the

subcontract.

12. FINAL INVOICE

The final invoice shall be submitted by the Subcontractor within thirty (30) days of the expiration of this Agreement, unless another time period is agreed upon between the parties. If the final invoice is not received within thirty (30) days of expiration or the agreed upon date of submission, it may be processed at the sole discretion of the Foundation.

In the event of termination, pursuant to Article 4, herein the final invoice will be submitted in accordance with the terms and conditions stated in the notice of termination.

13. NOTIFICATION

The Subcontractor agrees to notify the Foundation immediately upon knowledge of any material facts or circumstances that may impede the progress of the subcontract. A failure to notify the Foundation will relieve the Foundation of any duty to give notice of termination required herein, and relieve the Foundation of any other obligation imposed by this Agreement. The Foundation also retains all its remedies at law in the event of a breach of contract.

14. CONFLICT OF LAWS

All disputes arising out of this subcontract shall be interpreted and decided in accordance with the laws of the State of New York.

15. CONDITION PRECEDENT

No funds will be allocated to the Subcontractor until such time as Foundation is in receipt of an Insurance Certificate pursuant to Article 9 of these Terms and Conditions.

16. ORDER OF PRECEDENCE

In the event of a conflict in the terms of this document and its attachment the following order of precedence will be applied.

1. The Subcontract Cover Sheet
2. Appendix A: Scope of Work
3. Appendix B: Budget
4. Appendix C: Special Terms and Conditions
4. Appendix C-1: US DOT Terms and Conditions
5. Appendix C-2: [If Applicable]
5. Appendix D: General Terms and Conditions

17. NON-WAIVER CLAUSE

Any failure or delay of the Foundation in exercising or enforcing the strict performance of any of the Subcontractor's obligations under this Agreement or in exercising or enforcing any right or remedy herein contained shall not be construed as a waiver or a relinquishment for the future of such obligation right or remedy. No waiver by the Foundation of any provision of this Agreement shall be deemed to have been made unless set forth in writing and signed by the Foundation.

18. ENTIRETY OF AGREEMENT

The Agreement with its attachments embodies the entire understanding of the parties and there are no other agreements or understandings between the parties relating to the subject matter herein.

19. PARAGRAPH HEADINGS

Paragraph headings are inserted only as a matter of convenience and for reference and in no way define, limit or described the scope or intent of this subcontract and in no way affect the subcontract.

APPENDIX E: INVOICE

TO: Dr. Frederick Brodzinski
 COLLEGE: City College of CUNY
 University Transportation Research Center
 ADDRESS: Convent Ave., at 138th Street, Y- Building - Room 220
 New York, NY 10031
 FROM: University of Puerto Rico, Mayaguez Campus

SUBCONTRACT NO: 49777-10-04 (UTRC YR. 15)

SUBCONTRACT AMT: \$10,000.00
 MATCHING COST: \$10,000.00

BUDGET PERIOD: FROM 10/01/02
 TO 09/30/03

INVOICE NO. _____

PERIOD: FROM _____
 TO _____

COST	AMOUNT FOR CURRENT PERIOD	CUMULATIVE FROM INCEPTION	MATCHING COST
PERSONNEL			
FRINGE BENEFITS			
TOTAL PERSONNEL COSTS			
TRAVEL			
EQUIPMENT			
SUPPLIES			
CONTRACTUAL			
STIPENDS			
OTHER			
TOTAL DIRECT COSTS			
INDIRECT COSTS			
TOTAL COSTS			

I hereby certify that to the best of my knowledge the itemized expenses herein contained on this invoice and for which compensation is requested, are for services actually performed and costs incurred pursuant to the terms of the agreement; and that no payment has heretofore been requested or received by me for any part thereof. I further certify that the documentation concerning this claim is on file and will be made available for audit purposes by the Foundation or any other person authorized by the Foundation including city, state, and federal auditors.

 SIGNATURE