

**GENERAL PROVISIONS OF GRANTS  
FOR 2013  
UNIVERSITY TRANSPORTATION CENTERS  
(UTCs)**

June 2014



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## GENERAL PROVISIONS OF GRANTS FOR UNIVERSITY TRANSPORTATION CENTERS

### I. GENERAL REQUIREMENTS

1. The Grantee shall commence, carry out, and complete its work with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions hereof, the Grant Agreement, the *Grant Deliverables and Requirements for University Transportation Centers (UTCs)*, the activities outlined in the Grantee's application for funding including a revised, updated budget to be approved by the Office of the Assistant Secretary for Research and Technology (OST-R) grants administrator, and all applicable laws, regulations, Department of Transportation (DOT) directives, and published Federal policies.
2. The Grantee shall immediately notify OST-R of any change in local law, conditions, or any other event, including any litigation challenging the validity of or seeking interpretation of any Federal law or regulation applicable to the UTC Program, which may significantly affect the Grantee's ability to perform in accordance with the terms of this Grant. In addition, the Grantee shall immediately notify OST-R of any decision pertaining to the Grantee's conduct of litigation that may affect DOT interests or DOT administration or enforcement of applicable Federal laws or regulations. Before the Grantee may join DOT, or any of its Operating Administrations, as a named party to litigation, for any reason, the Grantee agrees first to inform OST-R; this proviso applies to any type of litigation whatsoever, in any form.
3. The [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) (2 C.F.R. Part 200) apply to this Grant. This regulation streamlines the language from existing Office of Management & Budget (OMB) circulars into one consolidated set of guidance in the Code of Federal Regulations (CFR). This regulation sets forth standards for financial and program management, cost principles, matching funds, property standards, procurement standards, reports and record retention and access, audits, and termination and enforcement.
4. The Grantee shall comply with the government-wide cost principles contained in *Subpart E – Cost Principles in 2 C.F.R. Part 200*, formerly OMB Circular A-21 Cost Principles for Educational Institutions, for determining costs applicable to research and development and to training and other educational services performed by colleges and universities under Federal government grants.
5. The Grantee shall comply with the uniform audit requirements for non-Federal entities



contained in *Subpart F – Audit Requirements in 2 C.F.R. Part 200*, formerly OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Institutions. The Grantee shall also permit authorized Federal representatives to inspect all of its own or a subgrantee's work, materials, payrolls, and other data related to the UTC Program.

6. The Grantee shall apply all applicable sections of these Provisions to any subgrant(s) executed under this Grant.
7. DOT cannot assume any liability for accidents, illnesses, or claims arising out of any work supported by an award or for unauthorized use of patented or copyrighted materials. The Grantee is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.
8. As a recipient of DOT assistance, the Grantee shall review the list of parties excluded from Federal procurement or non-procurement programs located on the [Excluded Parties List System](#) before entering into a sub-agreement or contract. The Grantee shall also inform OST-R when it takes action to suspend or debar a contractor, person, or entity. [DOT Order 4200.5E](#) has further information about this requirement.
9. As a recipient of Federal assistance, the Grantee shall comply with the Federal Funding Accountability and Transparency Act of 2006 (FFATA). The FFATA legislation requires information on Federal awards (Federal financial assistance and expenditures) be made available to the public. The [FFATA reporting system](#) is the tool Federal prime awardees (i.e., prime contractors and prime grant recipients) use to capture and report subaward and executive compensation data regarding their first-tier subawards in order to meet the FFATA reporting requirements.
10. [Executive Order 13513](#) (October 1, 2009) requires each Federal agency, in grants and cooperative agreements, to encourage recipients and sub-recipients to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or while driving privately owned vehicles when on official business or when performing any work for or on behalf of the Government. OST-R encourages all of its grant recipients and sub-recipients to undertake initiatives to consider new rules and programs, and reevaluate existing programs, to prohibit text messaging while driving, and to conduct education, awareness, and other outreach for employees about the safety risks associated with texting while driving. These initiatives should encourage voluntary compliance with the organization's text messaging policy while off duty.



## II. SPECIFIC STATUTORY REQUIREMENTS

[49 U.S.C. § 5505]

### 1. Non-Federal Match

#### a) Amount and Sources

The funds awarded under this Grant as stated in the UTC Grant Agreement and any Modifications as authorized by 49 U.S.C. § 5505 are subject to a non-Federal match. A National or Regional UTC is required to provide non-Federal matching funds at 100% of the amount of Federal funds awarded; a Tier 1 UTC (unless approved for a waiver as part of the selection process for this Grant and as stated in the Grant Agreement) are required to provide non-Federal matching funds at 50% of the amount of Federal funds awarded.

The non-Federal share of UTC costs may include funds provided to a recipient under §§ 504(b) or 505 of Title 23, United States Code. Those sections refer, respectively, to the [local technical assistance](#) and [state planning and research](#) programs managed by the Federal Highway Administration.

As established in Federal grant regulations issued by OMB, matching funds may be cash or in-kind and must, among other stated OMB requirements, be used to accomplish program objectives and the purpose of this grant, and be fully documented and fully accounted for in the Grantee's records as required in 49 C.F.R. § 19.51.

#### b) Timing

OST-R does not require matching funds on a project-by-project basis. However, OST-R does expect to see evidence, in the Center's financial status reports and requests for reimbursement of expenses, of reasonable progress over time toward meeting the non-Federal match requirement. Because the possible sources of match that UTCs may obtain are so numerous and the ways in which that match may be documented are so varied, no specific level of match funding is required to be documented during the grant other than at the grant's termination when the full requirement must be met; however, situations that would be considered lack of evidence of reasonable progress toward meeting the match requirement may include reporting no match on the first few invoices (as this suggests the possibility of the match requirement being misunderstood), not increasing the amount of match reported on two or more consecutive financial reports, and toward the end of the grant not narrowing any gap between the Federal funds spent and matching funds reported. In the absence of such evidence, OST-R may choose to require the Grantee to demonstrate its ability to match the funds already awarded before paying any additional invoices or awarding any additional funds that may be made available under the



Grant.

**c) Restriction on Use**

Any restriction on the use of Federal funds applies equally to non-Federal matching funds.

**2. Program Coordination**

Under 49 U.S.C. § 5505, OST-R is responsible for coordinating UTC Program activities and for reviewing and evaluating the UTCs on an annual basis. The Grantee shall provide the information required by OST-R in its *Grant Deliverables and Requirements for University Transportation Centers* and such other information as OST-R may occasionally request in order to fulfill this responsibility.

### III. SPECIFIC PROGRAMMATIC REQUIREMENTS

Approvals discussed below shall be issued by a Grant Administrator in OST-R's UTC Program office.

**1. Change in Center Director**

OST-R's decision to award a UTC Grant to a Grantee is based to a considerable extent upon its evaluation of the proposed Center Director's knowledge of the field of study and his/her capabilities to lead a UTC. Should the Grantee become aware that the Center Director will: 1) devote substantially more or less effort to the Center than had previously been communicated to OST-R; 2) sever his or her connection with the Grantee; or 3) otherwise relinquish active direction of the UTC, the Grantee shall promptly notify OST-R. Prior written (e-mail recommended) approval by OST-R is required for any temporary or permanent replacement of the Center Director. In the absence of an approved Center Director, OST-R may choose to negotiate an appropriate modification to the Grant or to begin termination procedures.

**2. Equipment**

A written (e-mail recommended) request for prior approval from OST-R is required to purchase equipment that has a unit cost of \$5,000 or more. Unless otherwise requested by the Grantee, all legal rights to equipment purchased with UTC funds shall vest in the Grantee upon acquisition; § 200.313 "Equipment" of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* lays out requirements for use and disposition of equipment.

**3. Foreign Travel**

A written (e-mail recommended) request for prior approval from OST-R is required for travel outside of the United States and its territories that is paid with either Federal or matching funds. In order to be approved, the need for the proposed foreign travel and the value to be gained by



the UTC must be clearly demonstrated. Requests for approval shall include a written justification that states the name and relationship of the traveler to the UTC, describes how the travel will further the goals of the UTC Program, provides a detailed itinerary and breakdown of planned expenses, and carries the endorsement of the Center Director. Requests must be submitted no less than 30 days prior to the start of travel, and no requests submitted after the travel has begun will be approved. Inclusion of an amount for foreign-travel costs in a UTC's approved budget does not satisfy the requirement for prior approval.

#### **4. Citizenship of Students**

Students who receive financial support other than work-related compensation under the UTC Program (including the UTC Student of the Year Award) must be U.S. citizens or permanent residents of the United States. There will be no exceptions to this policy.

#### **5. Student Support**

Grant funds may be used to provide funding to undergraduate and graduate students who participate in activities necessary to the fulfillment of the UTC's research, education, and technology transfer programs. Funding provided to a student, which may be in the form of wages or tuition support, must be compensation for work performed within the UTC Program. Such work shall be used to fulfill a part of the student's degree program. This type of funding to students is considered to be compensation paid as, or in lieu of, wages for work as described in § 200.466 "Scholarships and student aid costs" of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.

In addition to the type of student funding described above, scholarships and summer internships utilizing UTC funding may be offered to undergraduate students studying within an academic program that is relevant to the UTC Program's purpose.

#### **6. Consultant Services**

The Grantee is expected to utilize the services of its own officers or employees to the maximum extent in managing and performing the activities supported by this Grant. Where it is necessary for the Grantee to enter into a subaward for the services of persons who are not its officers or employees, it is expected to do so in accordance with written organizational standards which provide for consideration of the factors outlined in the government cost principles.

#### **7. Membership in CUTC**

DOT is a frequent collaborator with the Council of University Transportation Centers (CUTC), a private, not-for-profit organization that works to improve and enhance university research and education in transportation and related areas. CUTC's membership includes many of the leading





university-based transportation programs in the United States. In recognition of the forum that CUTC provides to its member universities to interact with each other and to promote national interest in transportation research and education, CUTC membership dues and necessary costs for travel to CUTC membership meetings are allowable costs under this Grant.

## **8. Project and Budget Changes**

The Grantee shall obtain prior written approval from OST-R before making any significant changes in the scope or objectives of the Grantee's application for funding under this Grant. The Grantee shall also obtain prior written approval from OST-R for transfers of funds among direct-cost budget categories if the cumulative amount of such transfers exceeds 10 percent of the UTC's approved total budget.

## **9. Meals and Coffee Breaks**

Unless expressly forbidden by the Grantee's internal policies, the costs of modest meals and beverage services at meetings or conferences are allowable under this Grant if the meetings are attended by persons other than the Grantee's officers or employees. Such costs shall be deemed by the Center Director to be an integral and necessary part of conducting business at that meeting and to be reasonably priced. No funds available under this Grant may be spent on alcoholic beverages for entertainment purposes or personal consumption.

## **10. Financial Management**

The Grantee's financial management systems shall provide for accurate, current, and complete disclosure of the UTC's finances. Financial records shall identify the source and use of all funds and shall show effective control over and accountability for all funds, property, and other assets.

## **11. Payments**

The Grantee must request payment by submitting invoices using [Standard Form \(SF\) 270](#) electronically via [Delphi eInvoicing System](#). The Delphi eInvoicing System website provides information about the system, including grant recipient web-based training, the eAuthentication certification process, and additional training materials. New grantees should contact Denise E. Dunn at OST-R ([denise.e.dunn@dot.gov](mailto:denise.e.dunn@dot.gov)) to set up access to the system; grantees will need Internet access to use it. OST-R recommends that Grantees submit requests for payment on a quarterly basis.

Federal grant and other programs involving advances to various organizations outside the Federal government constitute a significant portion of the Federal budget. Advances of cash from the U.S. Treasury to such organizations for the purpose of financing current operations under Federal programs have a substantial impact on Treasury financing costs and the level of the public debt.



For that reason, payments to the Grantee shall reimburse expenses incurred and shall limit advances to the actual, immediate cash requirements of the Grantee in carrying out the purpose of the Grant. The timing of payments shall be as close as is administratively feasible to actual disbursements, and the Grantee shall receive payments through electronic fund transfers by the Automated Clearing House Payment System or by another electronic system that may replace it during the life of the grant.

## **12. Site Visits**

The Federal government, through its authorized representatives, has the right, at all reasonable times, to make site visits to review UTC Program accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Federal government on the premises of the Grantee or any subgrantee, the Grantee shall ensure that all reasonable facilities and assistance are provided for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay the Grantee's work.

## **13. Collaboration with DOT's Priorities**

To encourage the transfer of knowledge and a current understanding of national transportation priorities, OST-R intends to promote a high level of communication and collaboration between the Grantee and DOT and its operating administrations under this Grant. OST-R expects to ask Grantees to participate in occasional meetings of UTC and/or DOT experts on high-priority topics. Reasonable costs incurred by a Grantee to support these interactions with DOT, unless otherwise restricted by Federal grant regulations, are allowable under this Grant.

## **14. Patents and Copyrights**

To comply with the Bayh-Dole Act of 1980, all UTC grantees must report inventions and patents developed with UTC funding (in whole or in part) to USDOT through the web-based Interagency Edison ([iEdison](#)) electronic system. Most universities are already registered with iEdison through their office of technology transfer or office of technology licensing.

For the purposes of reporting UTC-related intellectual property in iEdison on a timely basis, you must first verify that your institution is registered. If your institution is not registered, go to <https://s-edison.info.nih.gov/iEdison/RegistrationRequestForm.jsp> to request registration. If your institution is registered, no further action is needed at this time.

### **a) Patent Rights**

#### **(1) Allocation of Principal Rights**



The Grantee may retain the entire right, title and interest throughout the world to each innovation, technical solution or unique increase to the general body of knowledge resulting from the work performed under this Grant subject to the provisions of this clause and 35 U.S.C. § 203. For the purpose of this clause, these innovations, technical solutions and increases in knowledge shall be deemed Inventions. With respect to any Invention in which Grantee retains title, DOT shall have a nonexclusive, irrevocable, paid-up license to practice or have practiced for or on its behalf of the United States the Invention throughout the world.

**(2) Obligation to Report Inventions, Election of Title**

- 2.1 Grantee will disclose each Invention to DOT within two (2) months after the inventor discloses it in writing to Grantee personnel responsible for the administration of patent matters. The disclosure to DOT shall be in the form of a written report and shall identify the Grant under which the Invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to DOT, Grantee will promptly notify DOT of the acceptance of any manuscript describing the Invention for publication or of any on sale or public use planned by Grantee or its employees.
- 2.2 Grantee will elect in writing whether or not to retain title to any such Invention by notifying DOT within two (2) years of disclosure to the DOT. However, in any case where publication, on sale or public use has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the deadline for receipt by DOT of Grantee's written election of title is hereby shortened to a date that is no more than ninety (90) days prior to the end of the statutory period.

**(3) Conditions When DOT May Obtain Title**

Grantee will convey to DOT, upon written request, all right, title and interest to any Invention –

- 3.1 If Grantee fails to disclose or elect title to an Invention within the times specified in subsection (2), above, or affirmatively elects in a writing to DOT not to retain title; provided that DOT may only request title within sixty (60) days after learning of the failure of Grantee to disclose or elect within the specified times.



3.2 In those countries in which Grantee either fails to file or affirmatively elects in a writing to DOT not to file a patent application.

**(4) Grantee License**

Grantee will retain a nonexclusive, royalty-free license throughout the world in each Invention to which DOT obtains title, except in cases where Grantee fails to disclose the Invention within the times specified in subsection (2), above. The Grantee's license is transferable only with the approval of DOT except where transfer is to the successor-in-interest of Grantee's business to which the invention pertains.

**(5) Grantee Action**

For those Inventions in which Grantee has mandatorily transferred title to DOT of an Invention, Grantee hereby agrees to execute all papers necessary to file patent applications on such Inventions and to establish the government's rights in the Inventions. Additionally, Grantee agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering an Invention, the following statement, *"This invention was made with government support under (insert grant number) awarded by The United States Department of Transportation. The government has certain rights in the invention."*

**(6) Reporting on Utilization of Inventions**

Grantee agrees to submit on request periodic reports no more frequently than annually on the utilization of an Invention or on efforts at obtaining such utilization that are being made by Grantee. Such reports shall include information regarding the status of development, date of first commercial sale or use, and such other data and information as DOT may reasonably specify. Grantee also agrees to provide additional reports as may be requested by DOT in connection with any march-in proceeding undertaken by DOT in accordance with paragraph (7) of this clause. As required by 35 U.S.C. § 202(c)(5), DOT agrees it will treat such information as commercial or financial information obtained from an individual and which is privileged and confidential and thus not subject to disclosure under section 552 of Title 5 of the United States Code.

**(7) March-in Rights**

Grantee agrees that with respect to any Invention in which it has acquired title, DOT has the right in accordance with the procedures in 37 C.F.R. § 401.6 and any supplemental regulations of DOT to require Grantee to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the



circumstances, and if Grantee refuses such a request DOT has the right to grant such a license itself if it determines that:

7.1 Such action is necessary because Grantee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

7.2 Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by Grantee; or

7.3 Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by Grantee.

## **b) Copyrights**

(1) The author or the Grantee organization may copyright any books, publications, or other copyrightable materials developed in the course of or under this Grant, but DOT hereby reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the work for government purposes.

(2) The Grantee shall not incorporate material copyrighted by others into any work product delivered under this Grant unless it has acquired for DOT a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use the work for government purposes.

(3) The Grantee may arrange for publication of initial reports of original research, supported in whole or in part by DOT funds, in primary scientific journals and copyright by the journal unless the journal's copyright policy would preclude an individual from making or having made by any means available, without regard to the copyright of the journal and without royalty, a single copy of any such article for the individual's own use.

(4) The Grantee shall be responsible for any losses that result from or arise out of the negligent use of or breach of provisions by its employees or agents under this Grant regarding the publication, translation, reproduction, delivery, use, or disposition of any data or protected privacy information furnished under this Grant provided that this provision shall not be deemed a waiver by Grantee of any immunities to which it may be entitled under applicable Federal, State, or Tribal law.



## **15. Collection of Data**

The Grantee may use funds awarded under this Grant to collect information incidental to a UTC activity, but such collection of information is not considered DOT-sponsored. Persons collecting such information are prohibited from representing to their respondents that the information is being collected for, or in association with, the Federal government except with OST-R's prior written approval and determination that the information collection complies with the OMB report clearance procedures set forth in [5 C.F.R. Part 1320](#), "Controlling Paperwork Burdens on the Public."

## **16. Privacy**

Should the Grantee, or any subgrantee, contractor, or employee administer any system of records on behalf of DOT, the Privacy Act of 1974, [5 U.S.C. § 552a](#), imposes information restrictions on the party administering the system of records.

## **17. Civil Rights**

The Grantee shall not discriminate against any employee or other recipient of DOT funds or applicant for such positions because of race, color, creed, sex, sexual orientation, disability, age, or national heritage. The Grantee shall take affirmative action to ensure that all applicants and employees are treated equally, without regard to their race, color, creed, sex, sexual orientation, disability, age, or national heritage. The Grantee may target minorities and women as beneficiaries of Center programs for the purposes of achieving diversity, but they may not exclude non-minorities and men from those same programs.

### **a) Subgrants and Contracts**

The Grantee shall insert notifications and clauses identified in Appendix A in any subgrant or third-party contract agreement, Requests for Proposals, solicitation for bids, or material implementing UTC Program activities.

### **b) Compliance**

In the event of the Grantee's non-compliance with the Civil Rights provisions of this Grant or with the applicable rules, regulations, or orders, this Grant may be canceled, terminated, or suspended, in whole or in part, and the Grantee may be declared ineligible for further Federal funding.

(1) The Grantee shall furnish all information and reports required by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by DOT and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(2) The Grantee shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §



2000d), with DOT regulations entitled, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964”, and any other applicable regulations issued pursuant thereto.

## **18. State or Territorial Law**

Anything in the Grant to the contrary notwithstanding, nothing in the Grant shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; provided, that if any of the provisions of the Grant Agreement violate any applicable State or territorial law or if compliance with the provisions of the Grant would require the Grantee to violate any applicable State or territorial law, the Grantee will at once notify OST-R to the end that the Grantee may proceed as soon as possible with the program.

## **19. Ethics**

The Grantee shall 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 subgrants or contracts supported by Federal assistance. This code shall prohibit the Grantee’s officers, employees, board members, or agents from any acts that present a real or apparent conflict of interest for any person or organization participating in the UTC Program.

### **a) Lobbying**

The Grantee shall comply with the provisions of 31 U.S.C. § 1352 as implemented by DOT regulations in [“Restrictions on Lobbying”](#) (49 C.F.R. Part 20).

### **b) Interest of Certain Federal Officials**

No member of, or delegate to, the Congress of the United States of America shall be admitted to any share or part hereof or to any arising benefits.

### **c) Bonus or Commission**

The Grantee affirms that it has not paid, and agrees not to pay, any bonus or commission for the purpose of obtaining approval of its application for Federal financial assistance for this Project.

## **20. Certifications and Assurances**

The Grantee shall comply with all required assurances and certifications. These shall be submitted to OST-R when applying for a Grant, and then as part of the process of modifying that Grant if any additional funding is made available through the Congressional authorization and appropriations processes.

Grantees must comply with DOT Order No.: 1050.2A, DOT Standard Title VI Assurances and Non-Discrimination Provisions. The DOT Standard Title VI Assurances and Non-Discrimination



Provisions form is included in Appendix A. This form must be completed and signed within 30 days of receiving notification of UTC Grant award.

## 21. Grant Closeout

### a) No-Cost Extensions

The performance period for the Grant terminates on the date specified in the Grant Agreement. If desired, the Grantee shall submit a request for a one-time no-cost extension to the grant administrator at minimum 90 days prior to the termination date by email with a justification and any other requested documentation. This one-time extension may not be exercised merely for the purpose of using unobligated balances.

### b) Closeout Procedures

The following actions and documents will be required for grant closeout no later than 90 days after grant termination.

- All grants deliverables and requirements have been submitted.
- Final Federal Financial Report ([SF 425](#))
- Final Request for Reimbursement ([SF 270](#))
- Real Property Status Report ([SF 429](#)), if applicable
- Tangible Personal Property report ([SF 428 B](#)), if applicable
- Disclosure of Invention Report (DOT 2000.1), if applicable
- Record of Invention (DOT 2000.2), if applicable
- Invention Rights Report (DOT 2000.3), if applicable

Additional closeout information can be found at 49 C.F.R. §§ 19.71 to 19.73.

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**APPENDIX A****The United States Department of Transportation (USDOT)****Standard Title VI/Nondiscrimination Assurances****DOT Order No. 1050.2A**

The (***Title of Recipient***) (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Office of the Assistant Secretary for Research and Technology (OST-R), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. § 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (PL 100-209, (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Title II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.



### **General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the OST-R.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Nondiscrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

### **Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its federally assisted University Transportation Centers Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all University Transportation Centers Program and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The (**Title of Recipient**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.



5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, (*Name of recipient*) also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the OST-R access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by OST-R. You must keep records, reports, and submit the material for review upon request to OST-R, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.



(Name of Recipient) gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the University Transportation Centers Program. This ASSURANCE is binding on (Name of Recipient), other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the University Transportation Centers Program. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

\_\_\_\_\_  
*(Name of Recipient)*

by \_\_\_\_\_  
*(Signature of Authorized Official)*

DATED \_\_\_\_\_



**APPENDIX A**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Office of the Secretary for Research and Technology (OST-R), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the OST-R to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the OST-R, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the OST-R may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the OST-R may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the



interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.



## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the *(Title of Recipient)* will accept title to the lands and maintain the project constructed thereon in accordance with the Uniform Administrative Requirement, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200), the regulations for the administration of the University Transportation Centers Program, and the policies and procedures prescribed by the Office of the Secretary of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim, and convey unto the *(Title of Recipient)* all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto *(Title of Recipient)* and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the *(Title of Recipient)*, its successors and assigns.

The *(Title of Recipient)*, in consideration of the conveyance of said lands and interest in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the *(Title of Recipient)* will use the lands and interests in lands and interest in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)



## APPENDIX C

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the ***(Title of Recipient)*** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, ***(Title of Recipient)*** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the ***(Title of Recipient)*** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the ***(Title of Recipient)*** and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)





**APPENDIX D****CLAUSES FOR CONSTRUCTION/USE.ACCESS TO REAL PROPERTY ACQUIRED UNDER  
THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (Title of Recipient) pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above of the above Non-discrimination covenants, (***Title of Recipient***) will have the right to terminate the (license, permits, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (***Title of Recipient***) will there upon revert to and vest in and become the absolute property of (***Title of Recipient***) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)



**APPENDIX E**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat.252), prohibits discrimination on the basis of race, color, national origin; and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123, as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

