

## **BASIC AGREEMENT**

### **GCA1803**

THIS AGREEMENT, made and entered into this **30th day of June, 1999**, between the State of Washington, Department of Transportation, acting through the Secretary of Transportation, hereinafter called the "State," and the University of Washington through the Washington State Transportation Center (TRAC), hereinafter designated as the "Research Agency."

WHEREAS, the Research Agency has the qualified personnel able to conduct Transportation Research and,

WHEREAS, the State desires the Research Agency to conduct specified Research Tasks,

NOW THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein or attached as exhibits and incorporated and made a part hereof, the parties hereto agree as follows:

#### **Section I Coordination of Contract Documents**

The execution of this Basic Agreement shall not in any manner provide for or imply any agreement on the part of the State to assign any specific number of Research Tasks to the Research Agency.

A Task Order (Exhibit A) shall be issued separately for each Research Task assigned to the Research Agency.

The provisions of this Basic Agreement, Task Orders, and Research Agency's Proposals for research are intended to be mutually complementary. In case of any discrepancy between provisions, the Basic Agreement shall prevail over the Task Order and the Task Order shall prevail over the Research Proposal.

#### **Section II Purpose, Scope, and Methods**

The purpose, scope of work, and the method of study for a Research Task shall be as described in the Task Order.

### **Section III Reports**

The Research Agency shall submit to the State copies of a narrative progress report as specified in the Task Order. Report format and reporting period will be as prescribed by the State. The report is to be concise but in sufficient detail to enable an evaluation of the progress of the Research Task.

A final report of the findings and results of the research, including interim and task reports which provide documentation of technical data and their analysis, shall be prepared by the Research Agency. As a requirement for fulfillment of the Task Order, the Research Agency shall furnish to the State the number of copies of the draft and approved final report as specified in the Task Order. Interim reports, working papers, manuals, and other items are to be submitted as required in the Task Order. The "WSDOT Research Report Requirements" shall be used by the Research Agency as a guide for writing final and interim reports and working papers (Exhibit B).

### **Section IV Term**

The term of this Basic Agreement shall be continuous through **June 30, 2007**, or until a written notice of termination has been issued, whichever occurs first. The term of this Basic Agreement may be extended upon the mutual, written consent of the State and the Research Agency.

Research Tasks, final and other reports and items pertaining thereto shall be completed on the date specified in the Task Order.

### **Section V Cost**

The total aggregate amount authorized for payment through the Task Orders during the term of this Basic Agreement shall not exceed Ten Million (**\$10,000,000**) Dollars.

The estimated cost for each Task Order shall be specified by major budget category and the total price in the approved project proposal. The Research Agency shall notify the State of any changes in the cost of major budget categories when such changes may affect the performance and/or product of a task. The State may request a revised budget at its discretion. No notice is required for budget adjustments made for close out and final billing of a Task Order.

Any claim for a change in the total price of this Basic Agreement or a Task Order shall be in accordance with Section XVI and issued as an amendment.

## **Section VI Payment**

Payment to the Research Agency shall be as specified in the Task Order and will be for actual direct costs and related indirect costs incurred in the performance of the work and services authorized. The Research Agency shall use their approved accounting practices and procedures for determining salaries and wages that are charged to a Task Order. Labor and associated costs shall be in general conformance with the progress of the work; if this is not the case, the State may stop payment to the Research Agency until the progress improves to the State's satisfaction.

Reimbursement for indirect overhead attributable to a study will be made in an amount not to exceed the percent of the direct costs specified in the Task Order. The indirect costs authorized shall be in accordance with the current "Federal Rate Agreement for Colleges and Universities" on file at the Research Agency. Reimbursement shall be limited to the maximum amount authorized by the Task Order.

The Research Agency shall pay all costs incurred in conducting a Research Task and shall be reimbursed upon approval by the State of the Research Agency's billings. Claims for reimbursement shall be supported by the Research Agency's records. Invoices detailing the charges and expenses by major budget category incurred shall be submitted to the State for payment as specified in the Task Order. Progress billings shall be identified by the word "Progress." The final billing shall be submitted within 60 days of task completion and shall be identified by the word "Final." Audits will be made in accordance with current State Law and Federal OMB Circular A-133.

## **Section VII Source of Funds**

Unless otherwise indicated in the Task Order, funds made available under 23 U.S.C. Section 120, with the appropriate proportion of State matching funds, will be used in payment.

## **Section VIII Subcontracting**

The services of the Research Agency are to be directed by the Principal Investigator identified in the Task Order. The Research Agency shall not assign, sublet, or transfer any of the work other than as specified in the approved Task Order without written approval from the State.

The Research Agency shall comply with all Federal and State laws and regulations, including Title 6, Civil Rights Act of 1964 (Exhibit C), that pertain to the work being performed and including affirmative action when retaining a subconsultant.

### **Section IX Patent and Invention Rights**

Should patentable discoveries or inventions from work described herein, the Research Agency shall maintain effective procedures to adhere to the provisions of Public Law 96-517 and the implementing regulations of 37 CFR Part 401, including but not limited to the following:

1. The Research Agency may elect to retain title to any invention conceived or first reduced to practice by Research Agency personnel in the course of work performed under this Agreement.
2. The State and the U.S. Government reserve a nonexclusive, nontransferable, paid-up license for the practice of any such invention in the United States, its territories, and throughout the world and such additional rights as conferred by sections 202-204 of Title 35 United States Code.
3. The Research Agency shall include the following statement in the second paragraph of the specification of the application for any patents issued on a subject invention: "The United States Government and the State of Washington have rights in this invention pursuant to the Agreement between the University of Washington and the Washington State Department of Transportation dated this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_."
4. The Research Agency shall provide the State with a list of all subject inventions or certification that there were no such inventions at the time of filing the final report as required by this Agreement.

### **Section X Inspection of Work**

The State and the Federal Highway Administration shall at all times be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all data, notes, records, computer programs, correspondence, instructions, and memoranda of every description pertaining to the work hereunder.

## **Section XI Records**

The State will exercise general supervision over each Research Task. The Research Agency shall maintain accounting records and other evidence pertaining to the cost incurred on each Research Task. These records will be made available for inspection by the State, Federal Highway Administration, or any authorized representative of the Federal Government at all reasonable times at the office of the Research Agency. The minimum retention time of these records shall be in accordance with the U.S. Department of Transportation, Federal Highway Administration Common Rule 49CFR18 and/or the Research Agency's Federal Auditor approved policy and procedures on record retention. Copies thereof shall be furnished if requested.

## **Section XII Ownership of Data**

The ownership of the data collected under a Task Order, together with computer programs, summaries, and charts derived therefrom, shall be vested in the State.

## **Section XIII Equipment and Instrumentation**

All apparatus and equipment purchased or manufactured for which reimbursement is sought shall be used exclusively on an assigned Research Task and shall remain the property of the State; however, the Research Agency shall be the custodian and will be responsible for maintaining current inventories of nonexpendable items until disposition has been made by the State.

The Research Agency shall comply with all Federal and State laws and regulations, including Title 6, Civil Rights Act of 1964 (Exhibit C), that pertain to affirmative action when purchasing materials, supplies, and equipment for a Research Task.

All Major items of equipment and apparatus for which reimbursement is sought and which are not identified specifically and approved as part of the Task Order require written approval by the State prior to purchase. A major equipment or apparatus item is one costing \$2,000 or more and has a life expectancy of one year or more.

The Research Agency shall maintain an inventory of all major equipment or apparatus items. The inventory shall also include "small and attractive" nonexpendable equipment items with an acquisition cost less than \$2,000, as specified in O.F.M. A88-09, 3.1.2.2.6 (7-88).

A complete inventory of all nonexpendable equipment and apparatus acquired by the Research Agency for research and other assigned tasks shall be submitted to the State on or before July 1 of each year until notice of disposition has been issued. The following shall be furnished for each inventory item: (a) item name, (b) date of acquisition or manufacturer, (c) serial number, (d) make/model identification, (e) Research Agency's identification number, if different than "C," (f) physical location, and (g) total cost.

Upon completion of a research task, arrangements for the equipment's further use on approved research or for its disposal will be made by the State.

#### **Section XIV Travel**

Any out-of-state travel which is not identified specifically, by purpose or event, date and location, in the approved Task Order, must have prior written approval (written approval shall include receipt of e-mail authorizing travel by appropriate WSDOT authority) of the State to be eligible for reimbursement. Current State travel regulations and rates shall apply to all in-state and out-of-state travel for which reimbursement is claimed during the term of the Task Order.

#### **Section XV Publication**

The Research Agency shall, after acceptance and publication of the final report for a Research Task, be free to copyright any material, including computer software, that is a part of a Research Task, with the provision that the State and the Federal Highway Administration reserve a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, the material for government purposes.

The Research Agency shall not release, either orally or in writing, information or other material developed during a Research Task prior to publication of the final report except with written or verbal approval of WSDOT. However, there is no intention to limit discussions of the Research with small informal technical groups or lectures to employees or students. Lectures to other groups that describe the plans but disclose neither data nor results are permissible without advance approval by WSDOT.

Nothing in this Agreement shall be construed to affect the preparation and filing of theses by students working on a Research Task in accordance with the practices normally followed or required by Research Agency regulations.

All reports published shall contain the following statement on the Credit Sheet: "The contents of this document reflect the views of the author(s), who is (are) responsible for the facts and the accuracy of the

data presented herein. The contents do not necessarily reflect the official views or policies of the Washington State Transportation Commission, Department of Transportation or the Federal Highway Administration. This report does not constitute a standard, specification or regulation.”

The final document must include one of the following statements, depending on the funding source, on the cover or frontispiece:

Prepared for  
Washington State Transportation Commission  
Department of Transportation

or

Prepared for  
Washington State Transportation Commission  
Department of Transportation  
and in cooperation with  
U.S. Department of Transportation  
Federal Highway Administration

The state will notify the Principal Investigator of which statement to use prior to delivery of the reports.

#### **Section XVI Amendment**

The Task Order may be amended to extend the term, change the cost, or to change the area of topics or phases designated for a Research Task. Amendments will be mutually agreed upon in writing prior to undertaking any work under the changes or incurring additional costs. No implied or actual change to the Basic Agreement or a Task Order shall be made by any individual employed by the Research Agency or the State without an approved Agreement/Task Order Modification.

#### **Section XVII Termination of Contract**

If it is considered to be in the best interests of the State, the State may terminate this Basic Agreement upon giving thirty (30) days' notice in writing to the Research Agency. The Research Agency may also terminate this Basic Agreement by giving thirty (30) days' notice in writing to the State. Upon termination of this Basic Agreement, all Task Orders shall be automatically terminated.

The term of each Research Task issued under this Basic Agreement shall be specified in the Task Order agreement. Should a Task Order be terminated prior to fulfillment of the terms stated therein, the Research Agency shall be reimbursed only for actual expenses and noncancelable obligations, both direct and indirect, incurred to the date of termination.

### **Section XVIII Legal Relations**

The Research Agency shall comply with all Federal, State, and Local Laws and Ordinances applicable to the work to be done under this Basic Agreement and Task Orders issued, as allowed by State of Washington statute. The Research Agency shall also comply with Title 6, Civil Rights Act of 1964 (Exhibit C).

Each party to this Basic Agreement shall be responsible for damage to persons or property resulting from the negligence on the part of itself, its employees, its agents, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm, or corporation not a party to this Agreement.

### **Section XIX Exhibits**

Exhibit A, Task Order

Exhibit B, WSDOT Research Report Requirements

Exhibit C, Title 6, Civil Rights Act of 1964



IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

UNIVERSITY OF WASHINGTON

By \_\_\_\_\_  
Donald W. Allen, Director  
Grant & Contract Services

STATE OF WASHINGTON  
WASHINGTON STATE DEPARTMENT OF  
TRANSPORTATION

By \_\_\_\_\_  
JAMES P. TOOHEY  
Assistant Secretary  
Planning and Programming Service Center

WASHINGTON STATE TRANSPORTATION  
CENTER (TRAC)

By \_\_\_\_\_  
Mark Hallenbeck  
Director

Approved as to form

\_\_\_\_\_, 19 \_\_\_\_

By \_\_\_\_\_  
Assistant Attorney General