



U.S. Department of Transportation  
**Office of the Secretary of Transportation**

## **UNIVERSITY TRANSPORTATION CENTERS (UTC)**

### **GENERAL PROVISIONS OF GRANTS**

*For Grants Awarded in 2023  
Funded by the Bipartisan Infrastructure Law (BIL)*

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## GENERAL PROVISIONS OF GRANTS FOR 2023 UNIVERSITY TRANSPORTATION CENTERS

### I. GENERAL REQUIREMENTS

1. The U.S. Department of Transportation (USDOT) provides stewardship of Federal funds awarded to their Recipients and has responsibility to deploy public resources in the most efficient manner. USDOT must manage and administer the Federal award in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with the U.S. Constitution, Federal law and public policy requirements.
2. The Recipient must 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 Reporting Requirements for 2023 University Transportation Centers (UTCs)*, the activities outlined in the Recipient's application for funding including any revised, updated budget approved by the Office of the Assistant Secretary for Research and Technology (OST-R) Grants Manager, and all applicable laws, regulations, USDOT directives, and published Federal policies.
3. The Recipient must 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 Recipient's ability to perform in accordance with the terms of this Grant. In addition, the Recipient must immediately notify OST-R of any decision pertaining to the Recipient's conduct of litigation that may affect USDOT interests or USDOT administration or enforcement of applicable Federal laws or regulations. Before the Recipient may join USDOT, or any of its Operating Administrations, as a named party to litigation, for any reason, the Recipient agrees first to inform OST-R; this proviso applies to any type of litigation whatsoever, in any form.
4. 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.
5. The Recipient must 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.
6. The Recipient must 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 Recipient must also permit authorized Federal representatives to inspect all of its own or a subrecipient's work, materials, payrolls, and other data related to the UTC Program, upon request.



7. The Recipient must apply all applicable sections of these Provisions to any subgrant(s) executed under this Grant.
8. USDOT does not 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 Recipient is advised to take such steps as may be deemed necessary to insure or protect itself, its employees, and its property.
9. As a Recipient of USDOT assistance, the Recipient must review the list of parties excluded from Federal procurement or non-procurement programs located on the Excluded Parties List System at [www.sam.gov](http://www.sam.gov) before entering into a sub-agreement or contract, per DOT Order 4200.5E. The Recipient must also inform OST-R when it takes action to suspend or debar a contractor, person, or entity.
10. The Recipient must 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 lead Recipients use to capture and report subaward and executive compensation data regarding their first-tier subawards in order to meet the FFATA reporting requirements.
11. Executive Order 13513 (October 1, 2009) requires each Federal agency to encourage Recipients and subrecipients 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 Recipients and subrecipient 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.
12. Executive Order 13864 (March 21, 2019) on Improving Free Inquiry, Transparency, and Accountability at Colleges and Universities requires the heads of each Federal agency to encourage institutions of higher education to foster environments that promote open, intellectually engaging, and diverse debate, including through compliance with the First Amendment for public institutions and compliance with stated institutional policies regarding freedom of speech for private institutions. Free inquiry is an essential feature of our Nation's democracy, and it promotes learning, scientific discovery, and economic prosperity. Recipients and subrecipients should foster environments that promote open, intellectually engaging, and diverse debate in order to avoid environments that stifle competing perspectives, impede research and undermine learning.
13. Executive Order 8845 (February 10, 2012) on Restoring Trust in Government Through Scientific Integrity and Evidence-Based Policymaking. Recipients should familiarize themselves with the Memorandum supporting "improper political interference in the conduct of scientific research and in the collection of scientific or technological data, and that prevents the suppression or distortion of scientific or technological findings, data, information, conclusions, or technical results." This memo focuses on the importance of strengthening evidence-based policy and decision making by making federal programs and policies more efficient and effective.



14. Recipients shall ensure that all published documents (including graphics) must comply with and be accessible in accordance with current requirements/interpretation of Section 508 of the Rehabilitation Act of 1973, as Amended (29 U.S.C. § 792)



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## II. SPECIFIC STATUTORY REQUIREMENTS

### 1. Non-Federal Match

#### a) Amount and Sources

The funds awarded under this Grant as stated in the 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 percent of the amount of Federal funds awarded; Tier 1 UTCs are required to provide non-Federal matching funds at 50 percent of the amount of Federal funds awarded.

As established in Federal regulations, 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 Recipient's records as required in 2 C.F.R. 200.300 – 200.337.

- 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/tribal technical assistance and state planning and research programs managed by the Federal Highway Administration.
- With prior approval from your Grant Manager, program income may be used to meet the match requirement of the grant award; however, the amount of the grant award remains the same.
- The UTC Program accepts unrecovered indirect costs as match with prior approval from your Grant Manager. Unrecovered indirect cost means the difference between the amount charged to the grant award and the amount which could have been charged to the grant award under the Center's approved negotiated indirect cost rate. Such costs must be fully documented for audit purposes.

#### b) Timing

Federal regulations do not require matching funds on a project-by-project basis. The Grant Manager will monitor all Federal financial reports and requests for reimbursement of expenses to ensure reasonable progress over time toward meeting the non-Federal match requirement. No specific percentage of match funding is required to be documented during the Grant's life except at the Grant's termination when the full requirement must be met. However, Recipients are expected to show reasonable progress toward meeting the match requirement. Situations that would be considered lack of evidence toward reasonable progress include reporting no match on the first few invoices, not increasing the amount of match reported on two or more consecutive financial reports, or not narrowing any gap between the Federal funds spent and matching funds reported. In the absence of such evidence, OST-R may require the Recipient 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 Recipient must provide the information required by OST-R in its *Grant Deliverables and Reporting Requirements for University Transportation Centers* and such other information as OST-R may occasionally request in order to fulfill this responsibility.





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### III. SPECIFIC PROGRAMMATIC REQUIREMENTS

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

#### 1. Center Directors Involvement / Devotion of Time

The Center Director's meaningful direct involvement in the Center's operations will include but will not be limited to activities such as:

- In-person attendance at all UTC Program related meetings, symposiums and conferences.
- Keeping the Grant Manager and the UTC Program Director abreast of new/evolving developments at the Center.
- Responding to Program enquiries in a timely manner as specified by the UTC Program Director.
- Adopting and follow prescribed Program protocols in normal Center operations.
- Conducting frequent progress meeting with Consortia member teams.
- Ensuring on time submission of grant deliverables and reporting requirements.

#### 2. Change in Center Director

The Department's decision to award a UTC Grant to a Recipient 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 Recipient become aware that the Center Director will: 1) devote substantially more or less effort to the Center than had previously been committed to OST-R in the Grant Agreement; 2) sever his or her connection with the Recipient; or 3) otherwise relinquish active direction of the UTC, the Recipient must 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 Agreement or to begin termination procedures.

#### 3. 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. The request must contain the intended purpose/justification for the equipment purchase, name of project(s) associated with its use, how the equipment will be used, and a quote from the vendor containing vendor name, address, telephone number, item description, quantity, item cost, and final price. Unless otherwise requested by the Recipient, all legal rights to equipment purchased with UTC funds must vest in the Recipient upon acquisition; furthermore, § 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.

#### 4. 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, requests must include:

- (a) the need for the proposed travel and the value to be gained by the Center;



- (b) a written justification that states the name and relationship of the traveler to the UTC;
- (c) a description of how the travel will further the goals of the UTC Program;
- (d) a detailed itinerary (i.e., travel dates, location, lodging) and breakdown of planned expenses (i.e., airfare cost, lodging cost, ground transportation, and per diem) with a final total cost; and
- (e) the endorsement of the Center Director.

All travel requests are evaluated on a case-by-case basis, and traveler(s) are expected to have a significant role or involvement as it relates to their official and representational duties. Requests containing all the required information must be submitted at least 60 days prior to the start of foreign travel. **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.

## 5. Citizenship of Students

Students who receive awards (including UTC Student of the Year Award), tuition/fee waivers and any other non-work related compensation must be a U.S. citizen or permanent resident of the U.S. **There is no exception to this rule.**

## 6. Student Support

Grant funds may be used to provide funding to students attending institutions of higher education 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 must 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 students attending institutions of higher education studying within an academic program that is relevant to the UTC Program's purpose.

Students who are non-citizens can be paid wages for work on the Grant as those wages are "work-related" compensation. In addition, if the tuition waiver is based on a student's work on the Grant, then this type of financial support is work-related compensation and can be given to a non-citizen student.

## 7. Consultant Services

The Recipient should utilize the services of its own officers or employees to the maximum extent in managing and performing activities supported by this Grant. Where it is necessary for the Recipient 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. Review and approval from your Grant Manager is needed prior to retaining services of a foreign based and non-US citizen consultant.

## 8. Membership in CUTC

USDOT frequently collaborates 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 travel costs to CUTC membership meetings are allowable costs under this Grant. Any other costs associated with CUTC events, such as sponsorship of the Annual Banquet, are **not** allowable under this Grant.

## 9. Project and Budget Changes

The Recipient must obtain prior written approval from OST-R before making any significant changes in the scope or objectives of the Recipient's application for funding under this Grant. The Recipient must 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 Center's last approved budget for the fiscal year being adjusted (including Federal and matching shares).

## 10. Conference Costs

Section 200.432 "Conferences" of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* defines conference as a meeting, retreat, seminar, symposium, workshop or event whose primary purpose is the dissemination of technical information beyond the non-Federal entity, i.e., a lead Center and its subrecipients, and is necessary and reasonable for successful performance under the Federal award. Allowable conference costs paid by the Center as a sponsor or host of the conference may include rental of facilities, speakers' fees, costs of meals and refreshments, local transportation, and other items incidental to such conferences, unless expressly forbidden by the Recipient's internal policies. Thus, the costs of modest meals and beverage services at conferences are allowable under this Grant if the conferences are attended by persons other than the Recipient's officers or employees. **No funds available under this Grant may be spent on alcoholic beverages for entertainment purposes or personal consumption.**

## 11. Financial Management

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

## 12. System for Award Management

Each Recipient is required to:

- be registered in the System for Award Management (SAM, <http://www.sam.gov>),
- have a Unique Entity ID (UEI), and
- continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or application or plan under consideration by a Federal awarding agency.

Recipients that have Federal contracts, grants and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must provide information to SAM about certain civil, criminal, and administrative proceedings that reached final disposition within the most recent five-year period, that were connected with



the award or performance of a Federal award.

### **13. Invoicing and Payments**

Federal funded 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 and are therefore unallowable. For that reason, the Recipient must request reimbursement of expenses incurred by submitting invoices using Standard Form (SF) 270 (Request for Advance or Reimbursement) electronically via the Delphi eInvoicing System (click-on [www.transportation.gov](http://www.transportation.gov)). The Delphi eInvoicing System website provides information about the system, including Recipient web-based training, the eAuthentication certification process, and additional training materials. Recipients must contact their Grant Manager to request access to the system. Requests for payment should be submitted on either a monthly or quarterly basis, but not more frequently than monthly. Recipient must 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.

When requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

### **14. 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 Recipient or any subrecipient, the Recipient must 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 must be performed in such a manner as will not unduly delay the Recipient's work.

### **15. Coordination with USDOT'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 Recipient and USDOT and its operating administrations under this Grant. OST-R expects Recipients to participate in occasional meetings of UTC and/or USDOT experts on high-priority topics. Reasonable costs incurred by a Recipient to support these interactions with USDOT, unless otherwise restricted by Federal regulations, are allowable under this Grant. To ensure the technical aspects align with USDOT's strategic goals.

### **16. USDOT Public Access Plan Compliance**

The Recipient must ensure compliance with the requirements of the USDOT Public Access Plan, which establishes objectives to ensure public access to Publications and Digital Data Sets arising from USDOT-managed research and development programs. More information on how to comply with the plan is provided in the *Grant Deliverables and Reporting Requirements for University Transportation Centers* document.



## 17. Patents and Copyrights

To comply with the Bayh-Dole Act of 1980, the Recipient 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://www.nist.gov/iedison> 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 Recipient 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 must be deemed inventions. With respect to any invention in which Recipient retains title, USDOT must have a nonexclusive, irrevocable, paid-up license to practice or have practiced for or on its behalf the invention throughout the world.

#### (2) Election of Title

Recipient will elect in writing whether or not to retain title to any such invention by notifying USDOT within two (2) years of disclosure to the USDOT. 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 USDOT of Recipient'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 USDOT May Obtain Title

The Recipient will convey to USDOT, upon written request, all right, title and interest to any invention –

- 3.1 If Recipient fails to disclose or elect title to an invention within the times specified in subsection (2), above, or affirmatively elects in a writing to USDOT not to retain title; provided that USDOT may only request title within sixty (60) days after learning of the failure of Recipient to disclose or elect within the specified times.
- 3.2 In those countries in which Recipient either fails to file or affirmatively elects in a writing to USDOT not to file a patent application.

#### (4) Recipient License

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

#### (5) Recipient Action



5.1 For those inventions in which the Recipient has elected not to retain title to an invention or has mandatorily transferred title to USDOT of an invention, the Recipient hereby agrees to execute all papers necessary to file patent applications on such inventions and to establish the government's rights in the inventions.

5.2 For those inventions in which the Recipients has elected to retain title to an invention, the Recipient 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 U.S. Department of Transportation. The government has certain rights in the invention.”*

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

The Recipient agrees to submit annual reports on the utilization of an invention or on efforts at obtaining such utilization that are being made by the Recipient. Such reports must include information regarding the status of development, date of first commercial sale or use, and such other data and information as USDOT may reasonably specify. The Recipient also agrees to provide additional reports as may be requested by USDOT in connection with any march-in proceeding undertaken by USDOT in accordance with paragraph (7) of this clause. As required by 35 U.S.C. § 202(c)(5), USDOT agrees it will treat such information as privileged and confidential and thus not subject to disclosure under section 552 of Title 5 of the United States Code.

**(7) March-in Rights**

The Recipient agrees that with respect to any invention in which it has retained title, USDOT has the right in accordance with the procedures in 37 C.F.R. § 401.6 and any supplemental regulations of USDOT to require the Recipient 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 the Recipient refuses such a request USDOT has the right to grant such a license itself if it determines that:

7.1 Such action is necessary because the Recipient 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 the Recipient;

7.3 Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the Recipient; or

7.4 Action is necessary because an agreement required to substantially manufacture an invention in the United States by a licensee was not obtained or such requirement was not waived by the Department of Transportation or because a licensee of the exclusive right to use or sell any [subject invention](#) in the United States is in breach of its such an agreement.

**b) Copyrights**

(1) The author or the Recipient’s organization may copyright any books, publications, or other copyrightable materials developed in the course of or under this Grant, but USDOT 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 Recipient must not incorporate material copyrighted by others into any work product delivered under this Grant unless it has acquired for USDOT 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 Recipient may arrange for publication of initial reports of original research, supported in whole or in part by USDOT 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 Recipient must 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 must not be deemed a waiver by the Recipient of any immunities to which it may be entitled under applicable Federal, State, or Tribal law.

## **18. Collection of Data**

The Recipient may use funds awarded under this Grant to collect information incidental to a UTC activity, but such collection of information is not considered USDOT-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."

## **19. Privacy**

Should the Recipient, or any subrecipient, contractor, or employee administer any system of records on behalf of USDOT, the Privacy Act of 1974 (5 U.S.C § 552a) imposes information restrictions on the party administering the system of records.

## **20. Civil Rights**

The Recipient must not discriminate against any employee or other Recipient of USDOT funds or applicant for such positions because of race, color, creed, sex, sexual orientation, disability, age, or national heritage. The Recipient must 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 Recipient 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 Recipient must 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 Recipient'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 Recipient may be declared ineligible for further Federal funding.

(1) The Recipient must 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 USDOT and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(2) The Recipient must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d), with USDOT regulations entitled, "Nondiscrimination in Federally-Assisted Programs of the U.S. Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964", and any other applicable regulations issued pursuant thereto.

### **21. State or Territorial Law**

Anything in the Grant to the contrary notwithstanding, nothing in the Grant must 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 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 Recipient to violate any applicable State or territorial law, the Recipient will at once notify OST-R to the end that the Recipient may proceed as soon as possible with the program.

### **22. Ethics**

The Recipient must maintain a written code or standards of conduct that must 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 must prohibit the Recipient'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 (see 2 C.F.R. 200.112).

#### **a) Lobbying**

The Recipient must comply with the provisions of 31 U.S.C. § 1352 as implemented by USDOT regulations in "Restrictions on Lobbying" (49 C.F.R. Part 20 & 2 C.F.R. 200.450).

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

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

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

The Recipient affirms that it has not paid, and agrees not to pay, any bonus or commission to any person(s) or organizations for the purpose of obtaining approval of its application for Federal financial assistance for this project.





### 23. Certifications and Assurances

The Recipient must comply with DOT Order No. 1050.2A, USDOT Standard Title VI Assurances and Non-Discrimination Provisions. The USDOT 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 grant award.

### 24. No-Cost Extensions and Grant Closeout

#### a) No-Cost Extensions

The performance period for the Grant terminates on the date specified in the Grant Agreement. However, if needed, the Recipient must submit a request for a one-time no-cost extension, up to one-year, to the Grant Manager at minimum 90 days prior to the termination date by email with a justification, a revised period of performance, close-out budget showing how the Recipient intends to spend the remainder of the funding, and any other requested documentation. **This one-time extension may not be exercised merely for the purpose of using unobligated balances or starting new projects.**

#### b) Closeout Procedures

Recipients must submit the following documents for grant closeout no later than 120 calendar days after the end date of the period of performance:

- (1) All grant deliverables and requirements
- (2) Final Federal Financial Report (SF 425)
- (3) Final Request for Reimbursement (SF 270)
- (4) Real Property Status Report (SF 429), if applicable;
- (5) Tangible Personal Property Report (SF 428 B), if applicable;
- (6) Disclosure of Invention Report (DOT 2000.1), if applicable;
- (7) Record of Invention (DOT 2000.2), if applicable; and
- (8) Invention Rights Report (DOT 2000.3), if applicable.

If any of the last five forms listed above are not applicable, then submit an email to the Grant Manager stating such. Additional closeout information can be found at 49 C.F.R. §§ 19.71 to 19.73 and 2 C.F.R. 200.343.



## APPENDIX A

### STANDARD TITLE VI/NONDISCRIMINATION ASSURANCES

#### DOT Order No. 1050.2A

The (*Name 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 (USDOT), 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 U.S. 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, subrecipients 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 U.S. Department of Transportation regulations 49 C.F.R. parts 37 and 38; and
- 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 USDOT, 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 (**Name 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, Exhibits A through 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, subrecipients, 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 subrecipients, 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



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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)***, subrecipients, 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)***

\_\_\_\_\_  
***(Print Name and Title of Authorized Official)***

DATED \_\_\_\_\_



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## EXHIBIT A

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

1. **Compliance with Regulations:** The Recipient (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 grant.
2. **Non-discrimination:** The Recipient, with regard to the work performed by it during the grant, 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 recipient will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the grant 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 recipient 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 recipient of the recipient’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:** Any subcontractor 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 subcontractor is in the exclusive possession of another who fails or refuses to furnish the information, the subcontractor 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 subcontractor’s noncompliance with the Non-discrimination provisions of this grant, 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 subcontractor under any contract until the subcontractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Recipient 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. Any subcontractor 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 subcontractor becomes involved in, or threatened with litigation by a supplier or other third party



because of such direction, the subcontractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the Recipient or subcontractor may request the United States to enter into the litigation to protect the interests of the United States.



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**EXHIBIT 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 ***(Name 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 ***(Name 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 ***(Name 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 ***(Name of Recipient)***, its successors and assigns.

The ***(Name 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 ***(Name 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.)





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**EXHIBIT 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 ***(Name of Recipient)*** pursuant to the provisions of Assurance 7(a):

- A. The (Recipient, 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 (Recipient, 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, ***(Name 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 ***(Name 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 ***(Name 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.)



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**EXHIBIT D****CLAUSES FOR CONSTRUCTION/USE AND 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 (Name of Recipient) pursuant to the provisions of Assurance 7(b):

- A. The (Recipient, 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 (Recipient, 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, (*Name 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, (*Name of Recipient*) will there upon revert to and vest in and become the absolute property of (*Name 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.)



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## EXHIBIT 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, subrecipients 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 U.S. 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); and
- 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.*).



## APPENDIX B

### REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 415 and 416 of Title IV, Division L of the Consolidated Appropriations Act, 2014 (Pub. L. 113-76), and similar provisions in subsequent appropriations acts, the funds provided under this award must not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

“**Covered Transaction**” means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Participant**” means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant must check the System for Award Management (*the “SAM”*) at <http://www.sam.gov/> for an entry describing that entity.



3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant must require that entity to:

- (1) certify whether the entity has a Tax Delinquency; and
- (2) certify whether the entity has a Felony Conviction.

4. **Prohibition.** If

- (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction,
- (2) an entity provides an affirmative response to either certification in section 3, or
- (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made;

then a Participant must not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

- (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient must notify the USDOT in writing of that entry.
- (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient must notify the USDOT in writing of that affirmative response.
- (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient must notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient must:

- (1) require the SAM check in section 2,
- (2) require the certifications in section 3,
- (3) include the prohibition in section 4, and
- (4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.



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## APPENDIX C

### DRUG-FREE WORKPLACE REQUIREMENTS

The Recipient certifies that it will, or will continue, to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Recipient's workplace, and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program (see 49 CFR Part 32) to inform employees about:
  - (a) The dangers of drug abuse in the workplace;
  - (b) The Recipient's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of work supported by the grant award be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment supported by the grant award, the employee will:
  - (a) Abide by the terms of the statement, and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph 4(b) from an employee or otherwise receiving actual notice of conviction. Employers of convicted employees must provide notice, including position title, to the Department. Notice must include the order number of the grant award.
6. Taking one of the following actions, within 30 days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:



- 
- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of ongoing drug-free awareness program.
8. The Recipient *may*, but is not required to, provide the site for the performance of work done in connection with the specific grant. For the provision of services pursuant to the agreement, workplaces include outstations, maintenance sites, headquarters office locations, training sites and any other worksites where work is performed that is supported by the grant award. If the Recipient does so, please identify the Places of Performance by listing the street address, city, county, state, zip code.



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## APPENDIX D

### CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS

#### 2 C.F.R. Parts 180 and 1200

These assurances and certifications are applicable to all Federal grants, subgrants, lower-tier contracts, purchase orders, lease agreements, consultant contracts or any other covered transaction that is estimated to cost \$25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200 (see also 48 CFR 9.401).

By signing and submitting the University Transportation Center (UTC) grant application and by entering into the grant agreement under the UTC Discretionary Grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in its UTC proposal, as set out below.

#### 1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant must submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation must disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the federal agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the federal agency may terminate this transaction for cause of default.
- d. The prospective first tier participant must provide immediate written notice to the federal agency if at any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms “covered transaction,” “civil judgment,” “debarred,” “suspension,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this certification, are defined in 2 C.F.R. Part 180. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).





f. The prospective first tier participant agrees that, should the proposed covered transaction be entered into, it must not knowingly enter into any lower tier covered transaction with a person who is debarred, under suspension, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, under suspension, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not under suspension, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing must be construed to require the establishment of a system of records in order to render in good faith the duties required by this certification. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is under suspension, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, under suspension, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding its application/proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;



(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding its application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this certification.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions estimated to cost \$25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

c. The prospective lower tier participant must provide immediate written notice to the agency if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspension,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Part 180. You may contact the agency for assistance in obtaining a copy of the regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees that, should the proposed covered transaction be entered into, it must not knowingly enter into any lower tier covered transaction with a person who is debarred, under suspension, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.



g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, under suspension, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not under suspension, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing must be construed to require establishment of a system of records in order to render in good faith the certification required by this certification. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is under suspension, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue all available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

a. The prospective lower tier participant certifies, that neither it nor its principals is presently debarred, under suspension, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant must submit an explanation concerning their inability to provide the required certification.

