

STATE OF TEXAS

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COUNTY OF BRAZOS

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MASTER RESEARCH AGREEMENT
Between
TEXAS A&M TRANSPORTATION INSTITUTE
And
FORT BEND COUNTY

This Master Research Agreement ("Agreement") is entered into by and between **Fort Bend County**, a body corporate and politic under the laws of the State of Texas, (hereinafter referred to as "County" and/or "Receiving Agency"), and the **Texas A&M Transportation Institute**, a member of The Texas A&M University System ("System") and an agency of the State of Texas, having its principal place of business at 400 Harvey Mitchell Parkway South, Suite 300, College Station, Texas 77845 (hereinafter referred to as "TTI" and/or "Performing Agency").

This Agreement is pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act, TEX. GOVT. CODE ANN." § 791.001, et. Seq.

1. Scope of Work.

- a. County may, during the term of performance of this Agreement, authorize TTI to perform work consisting of research projects (the "Projects") to achieve the objectives generally described in the attached Appendix A (which lists but is not limited to the variable scopes of work). For each Project, TTI shall submit to County an individually numbered written Work Authorization in the form attached hereto as Appendix B containing a period of performance with a beginning and end date, a full description of the work to be performed, a work schedule with milestones, a cost not to exceed amount, the basis of payment (i.e. cost plus fixed fee, unit cost, lump sum, or specified rate) and a Work Authorization budget. County and TTI shall negotiate in good faith the terms and conditions of each such Work Authorization. Provided however, if a conflict exists between this Agreement and an individual Work Authorization, then the Work Authorization shall control. TTI shall use its reasonable efforts to perform the Projects in accordance to the schedules and milestones set forth in each Work Authorization. TTI shall promptly notify County of any event that will affect completion of the Work Authorization. The Projects shall be performed in accordance with established policies and procedures of TTI and System.
- b. County will issue each Work Authorization to authorize all work provided by TTI under this Agreement. TTI must sign and return Work Authorization to County within seven (7) working days after receipt, Refusal of TTI to accept a Work Authorization shall be grounds for termination of this Agreement by County.
- c. TTI shall not provide any Services under this Agreement until authorized by County in a fully executed Work Authorization. Any Services provided by TTI or any costs incurred by TTI before issuance of a Work Authorization or after the expiration of a

Work Authorization shall be ineligible for payment or reimbursement.

- d. Work Authorizations are issued at the discretion of the County. While it is County's intent to issue Work Authorizations hereunder, TTI shall have no cause of action conditioned upon the lack or number of Work Authorizations issued.
 - e. Each Work Authorization shall be signed by the parties and shall become a part of this Agreement. No Work Authorizations will waive County or TTI's responsibilities and obligations established in this Agreement.
 - f. County shall not be responsible for actions by TTI or any costs incurred by TTI prior to the execution of the Work Authorization. TTI shall allow adequate time for review and approval of the Supplemental Work Authorization by County prior to expiration of the Work Authorization.
 - g. Under no circumstances shall a Work Authorization be allowed to extend beyond this Agreement's expiration date as detailed in Section 4, unless an appropriate contract extension has been approved by the County and set forth in writing, nor will the total amount of funds exceed the not-to-exceed amount set forth in Section 5 of this Agreement unless an appropriate contract amendment has been approved by the County and set forth in writing.
 - h. Upon satisfactory completion of the Work Authorization as determined by County, TTI shall submit the deliverables as specified in the executed Work Authorization to County for review and acceptance.
2. Principal Investigator. The Agreement will take place under the direction of Ms. Linda Cherrington, the Principal Investigator, who will manage the project on behalf of TTI. If, for any reason, Ms. Cherrington, is unwilling or unable to continue to serve as Principal Investigator, and a successor acceptable to both TTI and the County is not available, this Agreement shall be terminated as provided in Section 18. Work Authorizations under the Agreement may be led by Ms. Cherrington or other TTI researchers who have appropriate experience and expertise in the research topic.
3. Personnel. All employees of TTI shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of TTI who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the Project shall, upon request of County, immediately be removed from association with the Project.
4. Period of Performance. The period of performance (the "Performance Period") for this Agreement shall begin on the date of execution and remain in effect for five years from that date, unless sooner terminated as provided in this Agreement.

5. Consideration and Payment.

- a. As consideration for TTI's performance under the terms of this Agreement and the Projects set forth in the Work Authorizations, County agrees to pay TTI the fixed price amounts set forth in each such Work Authorizations (the "Research Fees"). The Maximum Compensation for the performance of services within the Scope of Services described in Appendix A during the period of performance of this Agreement shall not exceed five hundred thousand dollars and No/100 (\$500,000.00), including all reimbursable expenses. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. County shall pay an amount not to exceed five hundred thousand dollars and No/100 (\$500,000.00), collectively, for all Work Authorizations issued under this Agreement. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order. County will only compensate TTI for fees specifically set forth in a Work Authorization.
- b. County will pay TTI based on procedures described in each Work Authorization. Upon completion of the tasks described in the Work Authorization, TTI shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Invoices shall be accompanied by a progress report indicating the percent complete for milestones identified in the applicable Work Authorization. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed. All invoices to County under this Agreement shall be submitted to the following address:

Fort Bend County Public Transportation Department
Attn: Transportation Director
12550 Emily Ct., Suite 400
Sugar Land, Texas 77478

All payments to TTI under this Agreement shall be made to the following address:

Texas A&M Transportation Institute
c/o Sponsored Research Services
400 Harvey Mitchell Parkway South, Suite 300
College Station, Texas 77845

6. Limit of Appropriations

- a. TTI clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum of five hundred thousand dollars and No/100 (\$500,000.00), specifically allocated to fully discharge any and all liabilities County may incur.

- b. TTI does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that TTI may become entitled to and the total maximum sum that County may become liable to pay to TTI shall not under any conditions, circumstances, or interpretations thereof exceed five hundred thousand dollars and No/100 (\$500,000.00).

7. Notices. Formal notices provided under this Agreement must be in writing and delivered by (i) certified mail, return receipt requested; (ii) hand delivered; (iii) facsimile with receipt of a successful transmission confirmation; (iv) email; or (v) delivery by a reputable overnight courier service (in the case of delivery by facsimile or email the notice must be followed immediately by a copy of the notice being delivered by a means provided in (i), (ii), or (v)). The notice will be deemed given on the day the notice is received. In the case of notice by facsimile or email, the notice is deemed received at the local time of the receiving machine, and if not received, then the date the follow-up copy is received. Notices must be delivered to the following addresses or at such other addresses as may be later designated in writing:

County: Fort Bend County Public Transportation Department
Attn: Transportation Director
12550 Emily Ct., Suite 400
Sugar Land, Texas 77478

With a copy to: Fort Bend County
Attn: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

TTI: Texas A&M Transportation Institute
c/o Sponsored Research Services
Attn: Natilie Johnson
400 Harvey Mitchell Parkway South, Suite 300
College Station, Texas 77845

8. Independent Contractor.

- a. It is expressly understood and agreed that TTI is an independent contractor in the performance of the research and is not acting as a partner, joint venturer, or agent of County under this Agreement. The employees, officers, or agents of TTI or System shall not be considered or deemed to be employees, officers, or agents of County. TTI shall have exclusive direction and control over the manner and method of carrying out the tasks for accomplishing the research to be performed pursuant to this Agreement, County being interested only in the completed performance of the research contemplated.
- b. Neither party is authorized or empowered to act as an agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or

representation as to any matter. Neither shall be bound by the acts or conduct of the other.

9. Publicity.

- a. County shall not indicate, directly or indirectly, any endorsement by TTI, System, or any component institution or agency of System, of any products or services of County for any reason whatsoever, without obtaining the express, prior written consent of TTI. County shall not use the name of TTI, System, or any component institution or agency of System, nor the names of any of their employees nor any adaptation in any advertising, promotional or sales literature without prior written consent obtained from TTI in each case.
- b. Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall TTI release any material or information developed or received in the performance of the Services hereunder without the express written permission of the County, except where required to do so by law.

10. Intellectual Property.

a. Copyrights.

- i. *Title.* Title to and the right to determine the disposition of any copyrights or copyrightable material in any works of authorship (technical data, reports, etc.) first created, produced or composed by TTI in the performance of the Projects (the "Works") shall remain with the TTI.
- ii. *License to Copyrightable Materials.* TTI grants County an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, distribute, create derivative works of, display and perform (to the extent not prohibited by applicable law) the Works, other than computer software (including both source and executable code) first developed by TTI under this Agreement, its documentation, and/or information databases ("Software"). With respect to such Software, TTI grants County an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use and reproduce such Software for County's own internal (non-commercial) research and development purposes, but without the right to distribute such Software to third parties in whole or in part, or to sublicense rights in such Software to third parties.
- iii. *First Right to Negotiate for a Commercial License for Software.* Additionally, TTI grants County a time-limited first right to negotiate a commercial license to use, reproduce, distribute, create derivative works of, display, and perform the Software for commercial purposes, and to distribute and/or sublicense such Software to third parties. County shall advise TTI in writing within sixty (60) days following delivery of such Software to County whether or not County elects to negotiate a license

agreement to obtain commercial rights to such Software. In the event that County elects to negotiate for a commercial license to such Software, the parties shall initiate negotiation of a license agreement, such negotiations not to extend beyond ninety (90) days from notice of election without the mutual consent of both parties. Such license shall be negotiated in good faith between the parties, and shall contain reasonable business terms common to the County's field of commercial interest and proposed application. In the event that County does not elect to secure a commercial license, or in the event that the parties do not conclude negotiation of the proposed license agreement within such 90 day period, then County's rights in the Software shall be those specified in subsection a.ii. above. Software for which a patent application is filed shall be subject to subsection b. below.

b. Patents.

- i. *Inventorship and Title.* Inventorship of inventions, developments, or discoveries first conceived or actually reduced to practice under this Agreement ("Subject Inventions") shall be determined in accordance with U.S. Patent Law. All rights to Subject Inventions conceived solely by employees of TTI ("TTI Inventions") shall belong solely to TTI. All rights to Subject Inventions conceived solely by employees of County shall belong solely to County. All rights to Subject Inventions conceived jointly by employees of TTI and employees of County ("Joint Inventions") shall belong jointly to TTI and County.
- ii. *Nonexclusive License.* TTI grants County an irrevocable, non-exclusive, non-transferable, royalty-free license to use or make any TTI Inventions for County's own internal research and development purposes, without the right to use commercially and/or sell products to third parties based upon TTI Inventions, or to sublicense rights in TTI Inventions to third parties.
- iii. *First Right to Negotiate for a Full Commercial License.* Additionally, TTI grants to County a first right to negotiate a commercial license to TTI Inventions. TTI shall promptly disclose to County any TTI Invention. County shall hold such disclosure in confidence and shall not reveal the disclosure to any third party without the written consent of TTI. County shall advise TTI in writing within sixty (60) days of such disclosure to County whether or not County elects to negotiate a license agreement to obtain commercial rights to such TTI Invention. In the event that County elects to negotiate for a commercial license to such TTI Invention, the Parties shall initiate negotiation of such license agreement, such negotiations not to extend beyond ninety (90) days from notice of election without the mutual consent of both parties. Such license shall be negotiated in good faith between the parties and shall contain reasonable business terms common to the County's field of commercial interest and proposed application. In the event that County does not elect to secure a

commercial license, or in the event that the parties do not conclude negotiation of the proposed license agreement within such 90 day period, then County's rights in such TTI Invention shall be those specified in subsection b.ii. above.

iv. *Joint Inventions.* For Joint Inventions conceived under this Agreement, TTI and County shall be equal and independent joint owners of undivided interests in such Joint Inventions and all patents that may issue which cover such Joint Inventions.

c. Any license granted to County pursuant to this Section shall be subject to TTI's right to use and permit other non-profit organizations to use copyrighted or copyrightable materials and/or Subject Inventions for educational and research purposes, and, if applicable, to the rights of the United States' (U.S.) government reserved under Public Laws 96-517, 97-256 and 98-620, codified at 35 U.S.C. 200-212 and any regulations issued thereunder.

11. Publications. County acknowledges that TTI shall have the right to publish and disseminate information derived from research performed under this Agreement. TTI agrees, however, that during the term of this Agreement and for six (6) months thereafter, TTI shall submit any such proposed publication to County and County will have thirty (30) days to review and comment.

12. Confidential Information.

a. *Confidential Information.* It is contemplated that the disclosing party ("Discloser") may be disclosing certain confidential and/or proprietary information to the receiving party ("Recipient") unknown to the general public (hereinafter referred to as "Confidential Information"). The parties agree that the terms of this Section shall apply to any confidential and/or proprietary information that may be disclosed under this Agreement, and that such Confidential Information shall be used solely for the benefit of Discloser ("Purpose"). Recipient acknowledges that the above-described Confidential Information is confidential and/or proprietary to Discloser and is claimed to be a valuable, special, and unique asset of Discloser.

b. *Identification of Confidential Information.* Confidential Information disclosed that Discloser, in good faith, regards as confidential and/or proprietary shall be clearly marked as "Confidential," "Proprietary," or bear any other appropriate notice indicating the sensitive nature of such Confidential Information. Any Confidential Information not easily marked, including Confidential Information which may be orally disclosed, shall, within thirty (30) days of its disclosure, be summarized in writing and designated confidential by Discloser. Confidential Information shall not be afforded the protection of this Agreement if such Confidential Information:

- i. has been, is now, or later becomes publicly available through no fault of Recipient;
- ii. has been, is now, or later becomes rightfully learned by Recipient from a third party who is not under restriction or duty imposed by Discloser;

- iii. has been, is now, or later is furnished to third parties by Discloser, if such disclosure is, or has been, made to third parties without similar restriction, duty or limitation of use;
 - iv. was known to Recipient prior to the date it received such Confidential Information from Discloser;
 - v. has been, is now, or later is independently developed by Recipient without use of or resort to such Confidential Information, and can be so proven by written records; or
 - vi. that must be disclosed pursuant to law or court order, including Texas Government Code Chapter 552, provided the Receiver shall, whenever practicable, promptly notify Discloser.
- c. Protection of Confidential Information. Except where prohibited by law, for a period of three (3) years from the date any such Confidential Information is disclosed, Recipient will:
 - i. Maintain the Confidential Information in confidence;
 - ii. Not use any such Confidential Information received from Discloser except for the above-stated Purpose;
 - iii. Disclose such Confidential Information received from Discloser only to its employees that have a need to know such Confidential Information in order to fulfill the Purpose; and
 - iv. Not disclose any portion of the Confidential Information received from Discloser to any third party without the prior written consent of Discloser, even if such third party is under similar restriction on disclosure with Discloser.
- d. Recipient agrees to use the same degree of care to protect the confidentiality of all Confidential Information it receives as it uses to protect its own confidential and proprietary information which it does not wish to have published or disseminated. However, in no event shall Recipient use less than a reasonable degree of care to protect the Confidential Information received from Discloser. Recipient further agrees that without Discloser's written consent, Recipient will not electronically record any conversation or meeting with Discloser personnel or photograph any Discloser facility or premises.
- e. Notice of Legal Action. If Recipient is under a legal obligation to disclose Confidential Information received under this Agreement, Recipient will use reasonable efforts to promptly provide notice to Discloser, and, to the extent permitted by applicable law and authorized by the Office of the Attorney General of the State of Texas will cooperate with Discloser to protect Confidential Information.
- f. Miscellaneous Requirements for Confidential Information. All Confidential Information disclosed under this Agreement shall remain the property of Discloser.

At Discloser's request, all Confidential Information received by Recipient in tangible form shall be promptly returned or destroyed. Nothing in this Section shall be construed as granting a license to any patent or copyright. The disclosure of Confidential Information shall likewise not be construed as any representation, warranty, assurance, or inducement by either Party with respect to infringement of any patent or other proprietary right.

- g. TTI in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- h. Each Party expressly acknowledges that the other Party is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, should a request be made, the Party subject to the request will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided under this Agreement shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

13. Warranty. TTI MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, WARRANTIES WITH RESPECT TO THE CONDUCT, COMPLETION, SUCCESS OR PARTICULAR RESULTS OF THE PROJECTS, OR THE CONDITION, OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROJECTS OR ANY TTI INTELLECTUAL PROPERTY OR RESEARCH RESULTS OR THAT THE USE OF THE TTI INTELLECTUAL PROPERTY OR RESEARCH RESULTS WILL NOT INFRINGE ON ANY PATENT, COPYRIGHT, TRADEMARK OR OTHER INTELLECTUAL PROPERTY RIGHT OF A THIRD PARTY. TTI SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES SUFFERED BY COUNTY OR ANY OTHER PERSON RESULTING FROM THE PROJECTS OR THE USE OF ANY TTI INTELLECTUAL PROPERTY, ANY RESEARCH RESULTS OR ANY PRODUCTS RESULTING THEREFROM.

14. Disputes.

- a. The parties shall make every possible attempt to resolve in an amicable manner all disputes between the parties concerning the interpretation of this Agreement. In the event the dispute cannot be settled through negotiation, the parties agree to submit the dispute to mediation.
- b. The party requesting mediation shall notify the other party in writing of the dispute desired to be mediated. If the parties are unable to resolve their differences within ten

(10) days of the receipt of such notice, such dispute shall be submitted for mediation.

- c. Each party shall be responsible for its own costs associated with the mediation.
- d. The requirement to seek mediation shall be a condition required before filing an action at law or in equity, unless to do so would prevent either party from seeking relief in a court of law or equity under any applicable statute of limitations.
- e. County shall submit written notice of a claim of breach of contract under this Chapter to the Executive Associate Director of TTI, who shall examine County's claim and any counterclaim and negotiate with County in an effort to resolve the claim.

15. Export Controls. It is understood that TTI is subject to U.S. laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with applicable U.S. export laws and regulations. Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the U.S. government.

If either Party becomes aware that any export controlled information or materials will be exchanged or generated in the course of this Agreement, that Party will notify the other Party prior to disclosure or delivery of the export controlled information or materials and specify which authority (EAR or ITAR) governs the restriction and provide the Export Control Classification Number (ECCN) for all information restricted under the EAR.

The Party to receive the export control material shall within 30 days notify the other party that (a) it is willing to receive the export controlled material, or (b) it is not able to receive the export controlled material. Should the inability of a Party to receive export controlled material inhibit its ability to perform as required under this Agreement, the Agreement may be terminated by the receiving party without default or penalty with 30 days notice to the other Party.

16. Title to Equipment. TTI shall retain title to all equipment, supplies and other items purchased and/or fabricated under this Agreement.

17. Governing Law. This Agreement is performable in Brazos County, Texas, and shall be governed and construed in accordance with the laws of the State of Texas, without regard to the principles for conflict of law.

18. Termination. This Agreement may be terminated for convenience by either party at any time prior to the full term of the Agreement period provided that a written notice is given to the other party thirty (30) days in advance. However, County shall be obligated to pay for all services, orders, materials, or facilities committed in good faith prior to the effective date of termination, and for any non-cancelable expenses.

19. Equal Employment Opportunity. The Texas A&M University System serves all persons regardless of race, color, sex, religion, national origin, age, disability, genetic information or veteran status. TTI agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," (EEO) as amended by Executive Order 11375 and as supplemented by Department of Labor regulations (41 CFR Part 60).

20. Compliance with Applicable Laws.

- a. Both TTI and County shall comply with all applicable federal, state and local laws, codes, regulations, rules, orders, and the orders and decrees of any courts or administrative bodies or tribunals in connection with this Agreement, including, but not limited to, U.S. and local laws regarding bribery and corrupt practices, the conduct of research during the course of the Projects, and the transfer to TTI of certain data related to the Projects.
- b. For Work Authorizations issued under this Agreement identified as funded fully or in part by the Federal Transit Administration (FTA), TTI shall at all times comply with applicable federal clauses required by FTA pursuant to the applicable Federal Transit Administration Master Agreement (FTA MA) which is hereby incorporated as Appendix C. TTI will also comply with the guidance set forth in FTA Circular 4220.1F.

21. Miscellaneous.

- a. This Agreement constitutes the entire agreement between the parties relative to the subject matter, superseding and canceling all prior and contemporaneous oral or written agreements, discussions, or understandings related to the subject matter, and may be modified or amended only by a written agreement signed by both parties.
- b. County and its agents shall comply with all applicable federal, state and local laws, codes, regulations, rules, and orders in connection with this Agreement, including, but not limited to, U.S. and local laws regarding bribery and corrupt practices, the conduct of research during the course of the Projects, and the transfer to TTI of certain data related to the Projects.
- c. If either party fails to fulfill its obligations hereunder (other than an obligation for the payment of money), when such failure is due to an act of God, or other circumstance beyond its reasonable control, including but not limited to fire, flood, civil commotion, riot, war (declared and undeclared), revolution, acts of foreign or domestic terrorism, embargos, or governmental action (including any law, regulation, decree, or denial of visas or residence permits), then said failure shall be excused for the duration of such event and for such a time thereafter as is reasonable to enable the parties to resume performance under this Agreement, provided however, that in no event shall such time extend for period or more than thirty (30) days.

- d. This Agreement shall not be assigned, in whole or in part, by either party without the prior written consent of the other party. Any attempt to do so shall be void.
- e. This Agreement is binding upon and shall inure to the benefit of the parties, their representatives, successors in interest and authorized assigns.
- f. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect the right to require such performance at any time thereafter nor shall the waiver by either party of a breach of any provision be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.
- g. If any provision of this Agreement is held to be invalid, illegal or unenforceable, then such provision shall be severed and shall not affect the remainder of this Agreement.
- h. This Agreement may be executed in duplicate counterparts, which taken together shall constitute one single representation between the parties.
- i. TTI is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of TTI to claim any exemptions, privileges and immunities as may be provided by law.
- j. All electronic information transmitted to or housed by TTI is the responsibility of TTI and will be protected in accordance with Texas Administrative Code (TAC) 202 as well as any other applicable state or federal mandate unless additional protection is requested in writing by the County.

IN WITNESS THEREOF, the parties have signed this Agreement in duplicate originals by their duly authorized representative, and the Agreement is effective as of the date last written below.

**TEXAS A&M TRANSPORTATION
INSTITUTE**

By: _____

Title: Director, Contracts & Grants _____

Date: 3.1.16

FORT BEND COUNTY

By: _____

Title: County Judge

Date: March 8, 2016

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$500,000⁰⁰ to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Edward Sturdivant, County Auditor

Appendix A

Master Research Agreement Statement of Work

The Texas A&M Transportation Institute (TTI), a member of The Texas A&M University System, seeks and provides solutions to the problems and challenges facing all modes of transportation. TTI is recognized as one of the finest higher education-affiliated transportation research agencies in the nation and helps prepare students for transportation careers.

The mission of TTI is to solve transportation problems through research, to transfer technology, and to develop diverse human resources to meet the transportation challenges of tomorrow. In pursuing this mission, TTI undertakes a broad-based, multi-modal program of research, development and technology transfer.

The following are key areas of focus and objectives at TTI:

- **Mobility:** Urban Mobility; Travel-time information systems; HOV and HOT Lanes; Congestion Management; Rural Connectivity; Intercity Passenger Rail; Transit Mobility; Managed Lanes; Border Crossing Efficiency; Air Transportation; Transportation Demand Management; Active Traffic Management; & Travel Forecasting.
- **Infrastructure:** Pavement Design and Maintenance; Infrastructure Rehabilitation; Bridge Design and Maintenance; Land Use Planning; Roadway Design; Pavement Recycling; Construction Practices; Contracting Methods; Pavement Diagnostics and Preservation; & Soil Analysis.
- **Safety:** Pavement Design and Maintenance; Infrastructure Rehabilitation; Bridge Design and Maintenance; Land Use Planning; Roadway Design; Pavement Recycling; Construction Practices; Contracting Methods; Pavement Diagnostics and Preservation; and Soil Analysis.
- **Economics:** Revenue and Expense Forecasting; Innovative Financing; Congestion Pricing; Economic Analyses; Policy Analyses; User Fee Alternatives; Transportation Needs Estimation; Investment Decision Support; Data Integration and Management; Cost-Savings Measures; Performance Management; and Freight Transportation Rate Analysis.
- **Freight Movement:** Universal Freight Shuttle; Freeway Truck Operations; Freight Rail; Multimodal Freight Transportation; Ports and Waterways; Supply Chain Management; Trade Globalization; Border Freight Mobility; and Intermodal Trucking.
- **Human Factors:** Driver Behavior; Public Education and Outreach; Distracted Driving; Impaired Driving; Driving Simulator Testing; Eye-Tracking System; Roadway Visibility; Data Collection and Monitoring; and Traffic Law.
- **Enforcement:** Traffic Control Device Design and Evaluation; Roadway Warning Systems; Surveys and Focus Groups; & Occupant Protection.
- **Security:** Homeland Security; Antiterrorist Perimeter Security Devices; Border Security; Port Security; Emergency Planning and Response; Hazardous Materials Transport; Transit Security; Airport Security; & Customs and Border Protection.

- **Environment:** Erosion and Sediment Control; Vehicle Emissions Testing; Air Quality; Fuel Efficiency; Hybrid Technologies; Clean Fuels; Vegetation Management; Storm Water Quality; Recyclable Pavements; Alternative Transportation; Sustainable Transportation; & Warm Mix Asphalt.
- **Workforce Development:** Undergraduate and Graduate Education; Multi-Disciplinary Transportation Certificate Program; Transportation Career Development; Summer Transportation Institute; Technology Transfer; Graduate Research; Professional Development; & Guidebooks and Course Materials.

TTI participates in work that advances transportation knowledge and practices. TTI does not participate in work that should be performed by a private consultant.

TTI will provide work that clearly is part of a program of research, development, and technology transfer.

TTI may also be involved in innovative projects and the evaluation of those projects. An innovative project advances the state-of-the-art or the state-of-the-practice. It may require research on new methodologies, analytical techniques or technologies. For example, projects may result in new methods and criteria that need to be brought into practice in order to reduce risk and make transit safer and more efficient. The evaluation of these innovative projects is also a vital component of the research program. These evaluations and refinements are published in the literature and lead to better technology transfer, allowing others to clearly understand the use and implementation of the application.

In addition, TTI may be involved in an applied program of research. It is important that the results of research be transferred to the profession that will implement the research results. Through a variety of mechanisms such as seminars, videos, reports, publications, newsletters, one-on-one project reviews, and conferences, the Institute provides the profession, both public and private sector, with the findings from the research program and information on how to implement those findings. This is an important component of an applied research, development, and technology transfer program. Through resources invested in TTI, a long term institutional memory, and related data bases that have been developed, TTI can be of particular assistance to public agencies.

TTI possesses, or has access to, a variety of specialized facilities and laboratories, that are not generally available elsewhere. When appropriate, these facilities are available for project use.

In very general terms, TTI participates in work that advances transportation knowledge and practices. Using this premise, it is possible to identify certain kinds of work TTI chooses not to perform. A rather extensive list of projects falls into this category. The listing below is not intended to be comprehensive, but is representative of the types of work TTI does not pursue.

- Highway plans, specifications, and estimates, including bridge structures
- Hydrology and hydraulics design on specific projects
- Site specific traffic signal warrants, traffic signal design, signal timing studies
- Private development site layout, parking design and access
- Zoning issues related to transportation

- Traffic impact studies
- Final design of traffic control centers and intelligent transportation systems (work not properly part of the research and development needs)
- Tort litigation, including related forensic analyses, courtroom testimony
- Appraisals and valuation studies
- Routine pavement mixture designs
- Routine pavement structural designs
- Construction inspection services
- Lead role in major investment studies
- Lead role in community outreach associated with specific projects
- Lead role in environmental impact assessments for specific projects
- Travel demand modeling on a project specific basis
- Materials testing and certification
- Transportation data collection not in support of specific TTI projects
- Data collection to determine speed limits on specific roadways
- Master plans for capital improvement programs

It is the position of TTI that, if a public agency in Texas issues a request for proposal that is distributed to the private sector, the Institute will not compete for that work. TTI interprets the issuing of this RFP to mean that the agency has decided that the work should be performed by a private consultant, and that TTI competition for that work is inappropriate. Furthermore, the Institute, when contacted by a public agency regarding a possible sole-source contract, will evaluate whether the work in question should properly be performed by TTI or whether the public agency should issue an RFP for the work.

If TTI has some unique skill or other attribute that causes the public agency to request some level of TTI participation in the project, the Institute will make its services available to all consultants desiring to propose on the project; i.e., TTI will not team exclusively with any consultants. Preferably, the public agency will negotiate this involvement directly with TTI rather than expecting the Institute to negotiate individually with each of the private consulting firms.

Appendix B

[EXAMPLE WORK AUTHORIZATION]

MASTER RESEARCH AGREEMENT
Between
TEXAS A&M TRANSPORTATION INSTITUTE
And
FORT BEND COUNTY

WORK AUTHORIZATION NO. __

This Work Authorization No. __ (the "Work Authorization") is entered into by and between Fort Bend County, a political subdivision of the State of Texas (hereinafter referred to as "County"), and the **Texas A&M Transportation Institute**, a member of The Texas A&M University System ("System") and an agency of the State of Texas, having its principal place of business at 400 Harvey Mitchell Parkway South, Suite 300, College Station, Texas 77845 (hereinafter referred to as "TTI").

WHEREAS, County and TTI entered into a Master Research Agreement (the "Agreement") effective as of _____, whereby except as otherwise specified herein, the terms and conditions of that Agreement are incorporated by reference into this Work Authorization.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Statement of Work. TTI agrees to use its reasonable efforts to perform the work of the project as set forth in **Exhibit A** (the "Project"). Any change to this Project, including the identity of the Principal Investigator(s) as specified in Section 2 of the original Agreement will be made effective only by a written amendment to this Work Authorization signed by both parties.
2. Principal Investigator. The Project will be supervised by Ms. Linda Cherrington, the Principal Investigator who will manage the Project on behalf of TTI.
3. (County) Technical Point of Contact. (County) designates (name, title, phone, email), as the primary point of contact to provide data and information as needed by the TTI project team consistent with the statement of work for this Work Authorization.
4. Period of Performance. The research shall be conducted during the period _____ through _____ and will be subject to extension only by mutual written agreement of both parties.
5. Price and Payment.

a. As consideration and compensation for TTI's performance of this Work Authorization, County agrees to pay TTI the fixed price amount of \$000,000 (the "Fixed Price") in accordance with the following schedule: 50% upon execution of the contract, 50% upon delivery of _____ (final deliverable or other milestone schedule).

b. The Fixed Price is based on the budget of the Project set forth in **Exhibit A**. Changes that affect costs such as County requested revisions to **Exhibits A** or marked differences that affect the initial price will be approved in advance by County. The revisions to **Exhibits A** and the additional funds will be added to this Work Authorization by an amendment signed by both parties.

c. The maximum amount payable under this Work Authorization is _____. This amount is based upon fees set forth in Attachment B.

d. Payment to the Consultant for the services established under this Work Authorization shall be made in accordance with Section 5 of the Agreement.

6. Reports. TTI shall submit the following reports to County:

Report	Due Date

7. This Work Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

IN WITNESS WHEREOF, the parties have caused this Work Authorization No. __ to be executed by their authorized representative.

**TEXAS A&M TRANSPORTATION
INSTITUTE**

FORT BEND COUNTY

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Appendix C

Master Research Agreement Federal Terms

I. NO GOVERNMENT OBLIGATION TO THIRD PARTIES:

Receiving Agency and Performing Agency acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to Receiving Agency, Performing Agency, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract. Performing Agency agrees to include this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

II. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Performing Agency acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, Performing Agency certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, Performing Agency further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Performing Agency to the extent the Federal Government deems appropriate.

Performing Agency also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on Performing Agency, to the extent the Federal Government deems appropriate.

Performing Agency agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to

the provisions.

III. ACCESS TO RECORDS AND REPORTS:

Performing Agency agrees to provide Receiving Agency, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of Performing Agency which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Performing Agency also agrees, pursuant to 49 C.F.R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Performing Agency's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. Performing Agency agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Performing Agency agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Performing Agency agrees to maintain same until Receiving Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

IV. FEDERAL CHANGES:

Performing Agency shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Receiving Agency and FTA, as they may be amended or promulgated from time to time during the term of this contract. Performing Agency's failure to so comply shall constitute a material breach of this contract.

V. CIVIL RIGHTS REQUIREMENTS:

The following requirements apply to the underlying contract:

Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, Performing Agency agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, Performing Agency agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

Equal Employment Opportunity - The following equal employment opportunity

requirements apply to the underlying contract:

Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, Performing Agency agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. Performing Agency agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Performing Agency agrees to comply with any implementing requirements FTA may issue.

Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, Performing Agency agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, Performing Agency agrees to comply with any implementing requirements FTA may issue.

Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, Performing Agency agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, Performing Agency agrees to comply with any implementing requirements FTA may issue.

Performing Agency also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

VI. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS:

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all

FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. Performing Agency shall not perform any act, fail to perform any act, or refuse to comply with any Receiving Agency requests which would cause Receiving Agency to be in violation of the FTA terms and conditions.

VII. ENERGY CONSERVATION REQUIREMENTS:

Performing Agency agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

VIII. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NON-PROCUREMENT):

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, Performing Agency is required to verify that none of Performing Agency, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

Performing Agency is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

By signing this Agreement, Performing Agency certifies as follows:

The certification in this clause is a material representation of fact relied upon by Receiving Agency. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to Receiving Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

IX. DISADVANTAGED BUSINESS ENTERPRISES (DBE):

This contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. A separate contract goal of 3% has been established for this procurement.

Performing Agency shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Performing Agency shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted

contract. Failure by Performing Agency to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Receiving Agency deems appropriate. Each subcontract Performing Agency signs with a subcontractor must include the assurance in this paragraph (*see* 49 CFR 26.13(b)).

The successful bidder/offeror will be required to report its DBE participation obtained through race-neutral means throughout the period of performance.

Performing Agency is required to pay its subcontractors performing work related to this Contract for satisfactory performance of that work no later than 30 days after Performing Agency's receipt of payment for that work from Receiving Agency. In addition, Performing Agency is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work related to this Contract is satisfactorily completed.

Performing Agency must promptly notify Receiving Agency whenever a DBE subcontractor performing work related to this Contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Performing Agency may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without the prior written consent of Receiving Agency.

X. RIGHTS IN DATA:

The following requirements apply to each contract involving experimental, developmental or research work:

(1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

(2) The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(a) Except for its own internal use, the Receiving Agency or Performing Agency may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Receiving Agency or Performing Agency authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this

restriction on publication, however, does not apply to any contract with an academic institution.

(b) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

1. Any subject data developed under that contract, whether or not a copyright has been obtained; and
2. Any rights of copyright purchased by the Receiving Agency or Performing Agency using Federal assistance in whole or in part provided by FTA.

(c) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the Receiving Agency and the Performing Agency performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that contract, or a copy of the subject data first produced under the contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Receiving Agency or Performing Agency's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

(d) Unless prohibited by state law, upon request by the Federal Government, the Receiving Agency and the Performing Agency agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Receiving Agency or Performing Agency of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Receiving Agency nor the Performing Agency shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(e) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or

other right otherwise granted to the Federal Government under any patent.

(f) Data developed by the Receiving Agency or Performing Agency and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Receiving Agency or Performing Agency identifies that data in writing at the time of delivery of the contract work.

(g) Unless FTA determines otherwise, the Performing Agency agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

(3) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Performing Agency's status (*i.e.*, a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Receiving Agency and the Performing Agency agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(4) The Performing Agency also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

XI. PATENT RIGHTS:

The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Receiving Agency and Performing Agency agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Performing Agency's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Receiving Agency and the Performing Agency agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 C.F.R. Part 401.

(3) The Performing Agency also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

XII. CLEAN WATER:

(1) Performing Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.* Performing Agency agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Performing Agency also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

XIII. CLEAN AIR:

(1) Performing Agency agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.* Performing Agency agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) Performing Agency also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

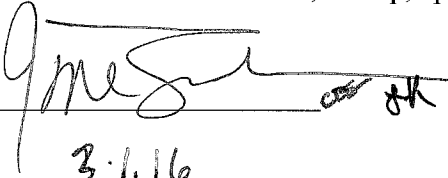
The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:
No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

TTI, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, TTI understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.


TTI
Date 3.1.16