UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION

NOTIFICATION OF ASSISTANCE APPROVAL
(COOPERATIVE AGREEMENT)

AGREEMENT NUMBER: DTMA1H11002

PROJECT TITLE: Great Lakes Maritime Research Institute Support for MARAD Environmental and Related Projects that Support the Mission of MARAD

EFFECTIVE DATE: AUG 16 2011

OBLIGATION DATE: AUG 16 2011

APPROPRIATION DATA: 70111750HQ.2011.1PRE000EAC.0000141004.25305.61006600 – $500,000.00

This Agreement is entered into between the United States of America, hereinafter called the Government, represented by the Maritime Administration (MARAD), and the Recipient, the Board of Regents of the University Wisconsin System, dba University of Wisconsin-Superior and Great Lakes Maritime Research Institute, (UW-S/GLMRI) as defined in Article 5 of this Agreement, and pursuant to U.S. Federal law.

The parties to this Agreement execute it by signing in the spaces provided below, as evidence and in acknowledgment of their intention to observe all the provisions hereof.

BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM UW-SUPERIOR

Janet Hanson
(Signature)

Janet Hanson
Vice Chancellor, Administration & Finance

Date: 8/15/2011

FOR THE U. S. DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION (MARAD)

Delores Bryant
(Signature)

Delores Bryant
Agreements/Contracting Officer

Date: 8/16/2011

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ATTACHMENTS

(A) DISCLOSURE OF LOBBYING ACTIVITIES (SF LLL (Rev. 7097)

ARTICLE 1 - PARTIES

This Cooperative Agreement, herein called the Agreement, is entered into by and between the United States of America, represented by the Maritime Administration (MARAD), and UW-S/GLMRI as the Recipient.

ARTICLE 2 - AUTHORITY

MARAD enters into this Agreement pursuant to the authority in Section 3508 Cooperative Agreements, Administrative Expenses, and Contracting Authority, Section 109 of Title 49.

ARTICLE 3 - PURPOSE AND INTENT

(a) The Agreement is intended to provide for studies and support to address environmental issues that face shipping and marine transportation in the U.S., including opportunities where water transportation could offer relief to landside corridors that suffer from traffic congestion, excessive air emissions, or other environmental concerns, and other challenges.

(b) This Agreement is for cooperative efforts with UW-S/GLMRI for providing technical services, equipment, and direct funding to support the research, testing, evaluation, and demonstration of specific projects identified by MARAD.

(c) Under this Agreement, the research efforts of UW-S/GLMRI will be primarily directed towards research that improves the environmental footprint of existing marine transportation and expands the use of maritime transportation that has a net environmental benefit on the transportation systems of the United States. Such projects can include, but are not limited to, examples that follow:

(1) Researching the use of alternative vessel fuels and technologies, such as LNG, to reduce air emissions, lower fuel costs, and improve energy efficiency in marine transportation;

(2) Researching the landside LNG or other fuel distribution systems needed to provide fueling locations for Great Lakes vessels;

(3) Researching methods to reduce the environmental footprint of the existing Great Lakes fleet;

(4) Developing short sea shipping market opportunities on the Great Lakes, including the expanded use of freight ferries, improved mobility, and regional supply chain efficiency;

(5) Study expanding markets for foreign trade between ports on the Great Lakes and draft-limited ports in Europe and Africa to reduce coastal port congestion;

(6) Explore the use of intermodal routes that use Great Lakes maritime commerce as part of the intermodal system;

(7) Study improving the environmental footprint of shipbuilding and ship repair operations on the Great Lakes;

(8) Research opportunities for expanding passenger vessel service on the Great Lakes including the use of Roll-On-Roll-Off (RO-RO) service;

(9) Study transferring freight, especially oversize and overweight cargoes, in the Great Lakes region to on board vessels to relieve congestion in other modes of transportation;

(10) Identify infrastructure needs in the Great Lakes to support alternative fuels and technology adaptation and use;

(11) Exploring new vessel designs for domestic and international shipping on the Great Lakes; or

(12) Additional initiatives that could have a net positive environmental benefit selected by MARAD.

ARTICLE 4 – EFFECTIVE DATE AND PERIOD OF PERFORMANCE

(a) The effective date of this Agreement shall be the date of the last signatory on the Agreement.

(b) The period of performance covered by this Agreement commences upon the date of the last signatory to this Agreement and will extend for five (5) calendar years from that date unless terminated sooner as provided for herein.

ARTICLE 5 – DEFINITIONS

As used throughout this Agreement, the following terms shall have the meaning set forth below:

(a) The term "Agreements Officer" means the person executing this Agreement on behalf of MARAD, and any other MARAD employee who is a properly warranted Federal Contracting Officer. Delores Bryant is the Agreements Officer who will be signing this agreement.

(b) The term "Agreements Officer Technical Representative" or "AOTR" means the designated MARAD employee responsible for the technical aspects of this Agreement and technical liaison with the Recipient.

(c) Except as otherwise provided in this Agreement, the term "subcontracts" includes purchase orders.

(d) The term "MARAD" means the Maritime Administration.

(e) The term "UW-S/GLMRI" means the Board of Regents of the University Wisconsin System, dba University of Wisconsin-Superior and Great Lakes Maritime Research Institute.

(f) The term "Government" means the Government of the United States of America.

(g) The term "Recipient" means the organization(s) participating in and legally responsible for this Agreement; namely, UW-S/GLMRI.

(h) The term "subcontractor" means a contractor to the Recipient UW-S/GLMRI and all tiers of subcontractors hereunder including those of the Program Partners.

(i) The term "Program Partners" refers to the Recipient's UW-S/GLMRI partners; either as individuals or organizations, in the Agreement and the technical initiatives being undertaken by the Recipient (UW-S/GLMRI).

ARTICLE 6 - SCOPE OF THE AGREEMENT

Sub-Article 6.1 – Technical Requirements

(a) Within ninety (90) working days after the effective eate of this Agreement, UW-S/GLMRI shall submit to the AOTR the documents defined herein which shall become an integral part of this Agreement:

(1) Proposed work plan for each research task along with a timeline and budget. MARAD will notify UW-S/GLMRI in writing of task approval, with funding authorization, or requested revisions within 30 days of receipt.

(2) UW-S/GLMRI shall maintain adequate records to account for all Federal funds received under this Agreement, as well as UW-S/GLMRI and its partners' funds contributed under this Agreement. UW-S/GLMRI's relevant financial records are subject to examination or audit by the Government. The Agreements Officer or designee shall have direct access to sufficient records and information of UW-S/GLMRI to ensure full accountability for all funding under this Agreement. Such audit, examination, or access shall be performed during normal business hours on normal business days.

(b) Reporting. Program progress reporting shall be done every six months. The format shall be as agreed to by both parties and may be similar to MARAD reporting requirements. Generally, these reports shall address the progress and status of the specific projects and research tasks. These reports shall be submitted to the AOTR.

Sub-Article 6.2 – Terms and Conditions

(a) MARAD remains the owner and holds title to all equipment made available and delivered to UW-S/GLMRI under this Agreement throughout its use by UW-S/GLMRI. Government Furnished Equipment (GFE), if applicable, is to be determined by the AOTR.

(b) If applicable, MARAD will be responsible for delivery of all GFE to a location identified by UW-S/GLMRI. UW-S/GLMRI shall arrange for and assume responsibility for the return shipping of all GFE to a location designated by MARAD. UW-S/GLMRI shall notify the AOTR at least six (6) months prior to the date when the equipment will no longer be required to support the Agreement tasks. While in its possession, UW-S/GLMRI will use its best efforts to maintain the GFE for its safe operation, maintenance, repair, and security.

(c) MARAD will make available funding via specific phases to this Agreement. The phases and associated funds will be directed by the specified tasks agreed to under Sub-Article 6.1.

(d) The terms and conditions or portions thereof identified herein are non-transferable by UW-S/GLMRI to another party without the express written approval of MARAD.

Sub-Article 6.3 – Points of Contact

(a) UW-S/GLMRI key information/data (names/title/addresses/phone numbers/e-mail addresses) for the principal points of contact for all aspects of the Agreement are listed below:

(1) Technical Management and Oversight:
Dr. Richard D. Stewart, Co-Director
Department of Business and Economics
Erlanson 5
University of Wisconsin-Superior
Superior, WI 54880
Phone: (715) 394-8547
Fax: (715) 394-8374
Email: rstewart@uwsuper.edu

(2) Contracting/Invoicing:
Ms. Kathy Derick, Program Assistant
Erlanson Hall, Room 5
PO Box 2000
University of Wisconsin - Superior
Superior, WI 54880-4500
Phone: (715) 394-8254
Fax: (715) 394-8374
Email: kderick@uwsuper.edu

(b) MARAD key information/data (names/title/addresses/phone numbers/e-mail addresses) for the principal points of contact for all aspects of the Agreement are listed below:

(1) Contracting:
Delores Bryant, Agreements Officer
Department of Transportation, Maritime Administration
Office of Acquisitions, MAR-380
W26-420
1200 New Jersey Ave., SE
Washington DC 20590
Phone: (202) 366-2660
Fax: (202) 366-3029
Email: delores.bryant@dot.gov

(2) Technical Management and Oversight:
Dr. Carolyn Junemann, AOTR
Department of Transportation, Maritime Administration
1200 New Jersey Avenue, SE
Washington, DC 20590
Phone: (202) 366-1920
Fax: (202) 366-7403
Email: carolyn.juneman@dot.gov

Sub-Article 6.4 - Meetings

(a) The AOTR and any other Government personnel deemed appropriate may participate in the regularly scheduled project meetings of UW-S/GLMRI that have an impact on the scope of this Agreement or MARAD funding under this Agreement. The intent of such participation is to facilitate the project and to allow the Government to stay abreast of the project status and facility utilization.

(b) UW-S/GLMRI is responsible for establishing a schedule of technical meetings as required. UW-S/GLMRI shall notify the AOTR of the established meeting schedule and the proposed subject of each meeting. In the event of changes to the schedule, UW-S/GLMRI shall notify the AOTR with as much advance notice as possible prior to the next scheduled meeting.

Sub-Article 6.5 – Inspections and Manner of Doing Work

(a) MARAD, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed under this Agreement. UW-S/GLMRI shall provide and shall require all its partners and/or subcontractors to provide reasonable access to MARAD. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work.

(b) All operational practices of UW-S/GLMRI and all workmanship, material, equipment, and articles used in the performance of work under this Agreement shall be in accordance with accepted practices and applicable national, state, and local codes.

ARTICLE 7 - FUNDING RESOURCES AND ACCOUNTABILITY

(a) This Agreement involves the transfer of MARAD funds to UW-S/GLMRI based upon accomplishing specific phases.

(b) Additional allotments (funds) may be made to this Agreement by MARAD as appropriated funds become available. A modification to this Agreement will stipulate how these funds will be allocated to specific task milestone/progress payments.

(c) Estimated Costs:

(1) It is estimated that the total cost for the full five (5) year period of performance to the Government will be $5,000,000 of that; approximately $1,000,000 is allocable to calendar year 2011.

(2) Total funds currently available for payment and allotted to this Agreement are $500,000.

(3) It is estimated that the amount currently allotted ($500,000) will be expensed for under the Agreement through September 30, 2013.

(4) The AOTR may allot additional funds to the Agreement without the concurrence of the Recipient.

Sub-Article 7.1 - Invoice Requirements

(a) MARAD will make payment by electronic funds transfer (EFT) under this Agreement. Payment will be due on the 30th calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. The date of the EFT issued in payment shall be considered to be the date payment is made.

(b) Invoices shall be submitted monthly by mailing an original and two copies to DOT/Enterprise Services Center (ESC), MARAD A/P Branch, AMZ-15, Oklahoma City, OK 73125 or emailing to MARADInvoices@faa.gov. To constitute a proper invoice, the information set forth in Sub-Article 7.2 and/or attached documentation must be included and attached to standard form SF270.

Sub-Article 7.2 - Method of Payment

(a) Payments under this Agreement will be made by wire transfer through the Treasury Financial Communications System at the option of the Government. UW-S/GLMRI shall forward the following information in writing to the Agreements Officer no later than seven (7) days after receipt of notice of award:

(1) Cooperative Agreement Number;

(2) Full name (where practicable), title, phone number, company's Taxpayer ID (if applicable), and complete mailing address of responsible officials, and who may be contacted concerning the bank account information requested below; and

(3) The following bank account information for wire transfer of payments is required:

(i) Name, address, and telegraphic abbreviation of receiving financial institution;

(ii) Receiving financial institution's nine (9) digit American bankers Association (ABA) identifying number for routing transferred funds. Note: Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System; and

(iii) Recipient's name and account number at receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications system, provide name of the correspondent financial institution

through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's nine (9) digit ABA identifying number for routing transfer of funds.

(b) Any changes to the information furnished under the above paragraphs of this Sub-Article shall be furnished to the Department of Transportation, Maritime Administration, Division of Accounting Operations, MAR-333, 1200 New Jersey Ave. SE, Washington, DC 20590 in writing at least thirty (30) days before the effective date of change. It is the Recipient's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(c) The document furnishing any of the above information required must be dated and contain the signature, title, and telephone number of the Recipient (official authorized to provide it), as well as the Recipient's name and Cooperative Agreement number.

Sub-Article 7.3– Availability of Funds

The Government's obligation for funding is contingent upon the availability of appropriated funds from which additional allotments can be made to this Agreement. No legal liability on the part of the Government for any payments may arise until funds are made available to the Agreements Officer for this Agreement and until the Recipient receives notice of such availability, to be confirmed in writing by the Agreements Officer.

Sub-Article 7.4 – Limitation of Funds

Individual phases shall specify the amount available for payment by the Government and allotted to this Agreement and the method of payment. Both parties contemplate that the Government will allot additional funds incrementally to this Agreement as appropriated funds become available.

ARTICLE 8 – AGREEMENTS OFFICER TECHNICAL REPRESENTATIVE (AOTR)

(a) Dr. Carolyn Junemann is hereby designated as the AOTR for this Agreement and may be contacted at the address and number provided under Sub-Article 6.3.

(b) The AOTR is responsible for the technical aspects of this Agreement and is the primary MARAD technical liaison with UW-S/GLMRI.

(c) The AOTR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes which affect the Agreement terms or conditions. Any Recipient request for changes shall be referred to the Agreements Officer directly or through the AOTR. No such changes shall be made without the expressed prior written authorization of the Agreements Officer.

(d) The AOTR may designate assistant AOTR(s) to act for her by naming such assistant(s) in writing and transmitting a copy of such designation through the Agreements Officer to the Recipient.

(e) The Government at any time may change the AOTR, but the Agreements Officer in writing will promptly provide notification of the change, including the name and address of the successor AOTR, to the Recipient.

ARTICLE 9 – DELEGATION OF INSPECTION/ACCEPTANCE AUTHORITY

The AOTR shall be delegated the responsibility and authority to conduct inspection and acceptance duties for this Agreement, if applicable (See Article 6).

ARTICLE 10 – LIABILITY

(a) Each party to this Agreement shall be liable for the acts and omissions of its own employees.

(b) MARAD shall not be liable for any injury to another party's personnel or damage to another party's property unless such injury or damage is compensable under the Federal Tort Claims Act [28 U.S.C. §1346(b)], or pursuant to other Federal statutory authority. Similarly, the Recipient shall not be liable for any injury to another party's personnel or damage to another party's property unless such injury or damage is compensable under Wisconsin state law without regard to conflicts of law principles.

ARTICLE 11 – THIRD PARTY RIGHTS

The Agreement does not confer any rights or benefits on any third party.

ARTICLE 12 - PERMITS, LICENSES AND RESPONSIBILITIES

UW-S/GLMRI shall, without expense to MARAD, be responsible for obtaining any licenses and permits and for complying with any Federal, state, and municipal laws, codes and regulations applicable to performance of any work under this Agreement. UW-S/GLMRI shall also be responsible for all damages to persons or property that occur, and shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others.

ARTICLE 13 – AMENDMENT OF AGREEMENT

This Agreement may be amended by deletion or modification of any provisions, provided that such amendment is in writing and is signed by all parties to the Agreement.

ARTICLE 14 – CHANGES AND MODIFICATIONS

(a) The Agreements Officer may make changes requested by the Recipient, within the general scope of this Agreement, relative to the services to be performed.

(b) The Agreements Officer may at any time by written order make changes to the scope of work, within the general scope of this Agreement, in the services to be performed, including reporting requirements related thereto.

(c) UW-S/GLMRI shall, within thirty (30) days after receipt of a written change order, or within such additional periods as may be allowed by the Agreements Officer in writing or otherwise approved by the Agreements Officer, submit a written statement with supporting details as to whether or not the change order impacts the period of performance or the costs or the intended technical efforts to be performed under the Agreement.

(d) UW-S/GLMRI shall promptly provide such additional, supporting details as may be requested by the Agreements Officer. In the event of failure by UW-S/GLMRI to submit such written statement or details, the Agreements Officer may determine, on the basis of available information, the appropriate remedies including the possibility of termination of the Agreement. Such right of determination shall not excuse UW-S/GLMRI from complying with the submission requirement.

(e) As a result of meetings, annual reviews, or at any time during the term of the Agreement, minor project changes do not require prior MARAD approval. The following are changes that would require MARAD approval by written modification:

(1) Changes that impact the period of performance;

(2) Any material or substantial change to the relationships of UW-S/GLMRI and its partners participating in the project efforts; or

(3) Changes that would substantially affect either party to the Agreement as well as UW-S/GLMRI partners and their contributions to the project efforts.

ARTICLE 15 – NOTICE OF DELAY

If the Recipient becomes unable to complete or comply with the requirements under this Agreement because of technical difficulties, notwithstanding the exercise of good faith and diligent efforts in the performance of the work called for hereunder, UW-S/GLMRI shall give the Agreements Officer written notice of the anticipated delay and the reasons therefore. Such notice and reasons shall be delivered promptly after the condition creating the anticipated delay becomes known to UW-S/GLMRI but in no event more than forty-five (45) days from when UW-S/GLMRI knew or should have known of the delay. When notice is so required, the Agreements Officer may extend the time specified for such period as deemed advisable.

ARTICLE 16 – DISPUTES

(a) All disputes shall be submitted, in writing, to the Agreements Officer for a decision.

(b) All disputes of fact or of interpretation under this Agreement not disposed of by mutual agreement shall be decided by the Agreements Officer who shall reduce the decision to writing and mail a copy thereof to UW-S/GLMRI. Within thirty (30) days of receipt of such written decision, UW-S/GLMRI may appeal in writing to the Associate Administrator for Administration, Maritime Administration at DOT/MARAD, W26-312, 1200 New Jersey Ave. SE, Washington, DC 20590. The Associate Administrator for Administration will fix a date for written submissions or oral presentations, or both, by UW-S/GLMRI and the Agreements Officer, or their representatives.

(c) The Associate Administrator for Administration shall hand down a written decision. The Contract Disputes Act of 1978 does not apply to this Agreement. Compliance with this Article does not preclude use of any other legal remedies by the parties.

ARTICLE 17 – LIMITATIONS

(a) The terms of this Agreement are not intended to alter, amend, or rescind any current Agreement or provision of Federal law now in effect. Any provision of this Agreement which conflicts with Federal law will be null and void, but the remaining terms and conditions shall remain in full force and effect.

(b) This Agreement does not create any right or benefit, substantive or procedural, enforceable by law or equity, by persons who are not employed by or officials of parties to this Agreement, against any party, their officers or employees, or any other person.

(c) As required by the Antideficiency Act, 31 U.S.C. §§1341 and 1342, all commitments made by parties in this Agreement are subject to the availability of appropriated funds and budget priorities. Nothing in this Agreement, in and of itself, obligates the signatory parties to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations. Any transaction involving transfers of funds between the parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures under separate written agreements.

ARTICLE 18 – SUSPENSION OR TERMINATION (Ref: OMB Circular A-110)

(a) As prescribed by OMB Circular A-110, Subpart A, Paragraph 2, the following definitions apply under this Article:

(1) Termination – means the cancellation of Federal sponsorship, in whole or in part, under an Agreement at any time prior to the date of completion.

(2) Suspension – means an action by a Federal awarding agency that temporarily withdraws Federal sponsorship under an award, pending corrective action by the Recipient or pending a decision to terminate the award by the Federal-awarding agency. Suspension of an award is a separate action from suspension under Federal agency regulations implementing Executive Orders 12549 and 12689 "Debarment and Suspension."

(b) Notwithstanding the specific terms of this Article, Termination and Enforcement procedures shall be conducted in accordance with OMB Circular A-110, Subpart C, and Paragraphs 60 through 62.

(c) When UW-S/GLMRI has failed to comply with the terms of the Agreement and conditions or standards, the Government may, on reasonable notice to UW-S/GLMRI, suspend the Agreement, pending corrective action by UW-S/GLMRI, or a decision by the Government or UW-S/GLMRI to terminate in accordance with the provisions listed below for termination for cause or termination for convenience.

(d) The Government's provisions for the systematic settlement of termination of grants or other agreements include the following:

(1) Termination for Cause – the Government may reserve the right to terminate the Agreement in whole or in part any time before the date of completion, whenever it is determined that UW-S/GLMRI has failed to comply with the terms and conditions of the Agreement. The Government shall promptly notify UW-S/GLMRI in writing of the determination and the reasons for the termination, together with the effective date. Any recoveries by the Government under grants or other agreements terminated for cause shall be in accordance with the legal rights and liabilities of the parties to this Agreement.

(2) Termination for Convenience – the Government or UW-S/GLMRI may terminate this Agreement in whole or in part when both parties agree that the continuation of the program would not produce beneficial results intended by this Agreement. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, portions to be terminated.

ARTICLE 19 – COVENANT AGAINST CONTINGENT FEES

(a) UW-S/GLMRI warrants that no person or agency has been employed or retained to solicit or obtain the Agreement upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, MARAD shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the total price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this Article, neither means an established commercial or selling agency, maintained by UW-S/GLMRI for the purpose of securing business that neither exerts nor proposes to exert improper influence to solicit or obtain Government agreements nor holds itself out as being able to obtain any Government agreement through improper influence.

(c) "Bona fide employee," as used in this Article, means a person, employed by UW-S/GLMRI and subject to UW-S/GLMRI supervision and control as to time, place, and manner of performance, which neither exerts nor proposes to exert improper influence to solicit or obtain Government agreements nor holds out as being able to obtain any Government agreement through improper influence.

ARTICLE 20 – OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Agreement, or to any benefit arising from it. However, this provision does not apply to this Agreement to the extent that this Agreement is made with a corporation for the corporation's general benefit.

ARTICLE 21 – DEBARMENT AND SUSPENSION

UW-S/GLMRI shall comply with the non-procurement debarment and suspension common rule implementing Executive Orders 12549 and 12689, "Debarment and Suspension." This common rule restricts sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

ARTICLE 22 – EQUAL OPPORTUNITY

During the performance of this Agreement, UW-S/GLMRI agrees as follows:

(a) UW-S/GLMRI shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
(b) UW-S/GLMRI shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to: employment; upgrading; demotion; transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

(c) UW-S/GLMRI shall, in all solicitations or advertisements for employees placed by or on behalf of UW-S/GLMRI; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(d) UW-S/GLMRI shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(e) UW-S/GLMRI shall permit access to its books, records, and accounts by the Government for the purposes of investigation to ascertain UW-S/GLMRI's compliance with the applicable rules, regulations, and others.

(f) If MARAD determines that UW-S/GLMRI is not in compliance with this Article or any rule, regulation, or order of the Secretary of Labor, this Agreement may be canceled, terminated, or suspended in whole or in part and UW-S/GLMRI may be declared ineligible for further Government assistance, under procedures authorized in Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor or as otherwise provided by law.

(g) UW-S/GLMRI shall include the terms of this Article in every subcontract that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor.

ARTICLE 23 – DRUG-FREE WORKPLACE

(a) UW-S/GLMRI shall abide by the rules set forth in 49 CFR Part 29 Subpart F, incorporated herein by reference, with regard to maintaining a drug-free workplace and shall implement this requirement in all sub-awards under this Agreement.

(b) Definitions, as used in this Article:

(1) "Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. §812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

(2) "Conviction" means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or state criminal drug statutes.

(3) "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

(4) "Drug-free workplace" means the site(s) for the performance of work done by UW-S/GLMRI in connection with a specific program, contract, grant or other vehicle/instrument or where employees of UW-S/GLMRI are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

(5) "Employee" means an employee of UW-S/GLMRI directly engaged in the performance of work under a Government contract.

(6) "Individual" means an offeror, contractor, subcontractor, and/or vendor that have no more than one employee including the offeror, contractor, subcontractor or vendor.

(7) "Directly engaged" is defined to include all direct cost employees and any other UW-S/GLMRI employee who has other than a minimal impact or involvement in the performance or work.

(c) UW-S/GLMRI, within thirty (30) days after the effective date of the Agreement, and for the duration of this Agreement, shall:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in UW-S/GLMRI workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

(i) The dangers of drug abuse in the workplace;

(ii) The Recipient's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the Agreement with a copy of the statement required by paragraph (c)(1) of this Article;

(4) Notify such employees in writing in the statement required by paragraph (c)(1) of this Article that, as a condition of continued employment on this Agreement, the employee will:

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Notify the Agreements Officer in writing within ten (10) days after receiving notice under subdivision (c)(4)(ii) of this Article, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within thirty (30) days after receiving notice under subdivision (c)(4)(ii) of this Article of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to termination; or

(ii) Require such employee to satisfactorily participate 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) Make a good faith effort to maintain a drug-free workplace through implementation of paragraphs (c)(1) through (c)(6) of this Article.

(d) UW-S/GLMRI agrees by acceptance of this Agreement to not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this Agreement.

(e) In addition to other remedies available to the Government, UW-S/GLMRI's failure to comply with the requirements of paragraphs (c) or (d) of this Article may, pursuant to FAR 23.506, render the Recipient subject to suspension of contract payments, termination of the Agreement or default, and suspension or debarment.

ARTICLE 24 – COMPLIANCE WITH LAW

(a) During performance of this Agreement, UW-S/GLMRI will comply with all applicable Federal, state, and local laws and regulations including, but not limited to: the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act as amended (33 U.S.C. §1251 et seq.), the Toxic Substances Control Act (15 U.S.C. §2601 et seq.), and the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 U.S.C. § 651 et seq.)

(b) Any sub-awards in excess of $100,000 shall contain a provision that requires UW-S/GLMRI to agree to comply with all applicable standards, orders, or regulations issued pursuant to the above Acts. Violations shall be reported to the Federal awarding agency and the appropriate regulatory Agency or authority.

ARTICLE 25 – CERTIFICATIONS AND REPRESENTATIONS

The following Certifications, upon completion and signature by UW-S/GLMRI, shall become a part of the Agreement: Attachment (a) – Disclosure of Lobbying Activities (SF LLL)