SECOND REVISED AGREEMENT FOR
MANAGEMENT OF RESEARCH CONDUCTED BY
IOWA STATE UNIVERSITY
FOR THE IOWA DEPARTMENT OF TRANSPORTATION

This "Second Revised Agreement for Management of Research Conducted by Iowa State University for the Iowa Department of Transportation" (hereinafter referred to as the "Research Management Agreement") is entered into by the IOWA DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "IOWA DOT" and IOWA STATE UNIVERSITY, hereinafter referred to as "ISU," on behalf of its Institute for Transportation, hereinafter referred to as "InTrans." It is for the purpose of providing research management support to the IOWA DOT for research administered by InTrans.

Individual research projects are as described in their addenda under this Research Management Agreement. Key aspects to managing these activities are described in this Research Management Agreement. The intent of this revision is to clarify the terms and conditions relevant to the individual research projects.

Preamble
On April 9, 1997, the IOWA DOT signed the "Agreement for Management of Research Conducted by Iowa State University for the Iowa Department of Transportation" with an effective date of January 1, 1997. The parties then amended the agreement on June 29, 2005. Since then, the parties executed Amendments 2-4.

On June 10, 2011, the "Revised Agreement for Management of Research Conducted by Iowa State University for the Iowa Department of Transportation" was executed to further amend and replace the 1997 agreement.

Should the terms of this Research Management Agreement and the terms of any other agreement between the parties conflict, the IOWA DOT and ISU shall work together to resolve the conflict.

InTrans will administer for the IOWA DOT the activities provided for in this Research Management Agreement.

WITNESSETH

WHEREAS, the IOWA DOT has determined that it lacks the facilities, expertise or personnel necessary to conduct certain research, research implementation, analysis, technology transfer and education and it has determined that InTrans has the necessary facilities, expertise or personnel to conduct certain research, research implementation, analysis, technology transfer and education. Additionally, InTrans is uniquely positioned to conduct said activities as identified in this Research Management Agreement for the IOWA DOT either because of the specialized character, complexity, experience and background, expertise and/or resources available to perform these activities.

WHEREAS, InTrans, an official center of ISU, will support the IOWA DOT in the management of research being undertaken by ISU for IOWA DOT, and
WHEREAS, ISU, is prepared to provide said research assistance as outlined from time to time in accordance with Section II below. Individual project scope of work and estimated cost will be attached hereto as addenda at the mutual agreement of the IOWA DOT and ISU; and

WHEREAS, the IOWA DOT and ISU desire to formally agree upon the basic terms applicable to said research projects to be performed by ISU for the IOWA DOT.

IT IS, THEREFORE, AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOW:

I. Substituted Research Management Agreement.
   A. Effective as of the date of the last signature, this Research Management Agreement supersedes and replaces the original “Agreement for Management of Research Conducted by Iowa State University for the Iowa Department of Transportation,” the “Revised Agreement for Management of Research Conducted by Iowa State University for the Iowa Department of Transportation,” their amendments, all Memoranda of Understanding, and other agreements previously entered into pursuant to them.
   B. Thereafter, the original “Agreement for Management of Research Conducted by Iowa State University for the Iowa Department of Transportation” and the “Revised Agreement for Management of Research Conducted by Iowa State University for the Iowa Department of Transportation” are terminated and shall have no force or effect.
   C. The period for performance of individual research projects conducted under this Research Management Agreement shall be as agreed to in addenda to this Research Management Agreement. This Research Management Agreement shall continue in effect until terminated according to the provisions of Section XIV, or until the period of performance for all research project addenda have been concluded.
   D. Research project addenda that were active at the time of termination of the previous management agreements are transferred to this Research Management Agreement. The addenda numbering practice used by the above named previous agreements will continue and carry on sequentially under this Research Management Agreement.

II. Scope of Work.
   A. The objectives, scopes, and budgets for individual research projects will be stated in individual addenda to this Research Management Agreement. ISU shall conduct the research described therein, shall employ the personnel necessary to carry out the work plan, and shall provide all services, facilities, equipment, supplies and materials required to complete the project, except as otherwise specifically provided in this Research Management Agreement or its addenda.
   B. ISU Responsibility. ISU agrees to assign qualified personnel as needed to execute the work set forth in IOWA DOT approved work plans and budgets.
   C. IOWA DOT Responsibility. IOWA DOT staff shall administer the funds made available for the work described in the work plans and budgets. The parties will work to reach agreement on work plans and budgets.
D. If, as the work progresses, significant changes in scope of work, schedule, budget details, or deliverables are deemed necessary by either party, the other party shall be notified in writing, the changes mutually agreed upon, and the scope of work, schedule, budget details, or deliverables amended as needed prior to proceeding with the modification.

E. In consultation with the IOWA DOT, the Principal Investigator at ISU will set up a Technical Advisory Committee (TAC) and consult with them quarterly to review project progress, schedule, budget details and deliverables.

III. Technical Data.
Upon written request, copies of all technical data prepared in the performance of the Agreement by ISU shall be delivered to the technical office of the IOWA DOT at the termination of the research. Technical data shall not include personnel records, administration files, financial reports, cost analyses, and other information incidental to agreement administration. Data from the research shall be made available to the technical office of the IOWA DOT at its request prior to the termination of each research project; however, conclusions obtained therefrom by the IOWA DOT shall not be attributed to ISU prior to submission of the final report.

IV. Liability.
ISU shall assume all risks in connection with the performance of its portion of this Research Management Agreement and shall be responsible for all claims, demands, actions or causes of action of whatsoever nature or character arising out of or by reason of the execution or performance of the work provided herein, to the full extent permitted by Chapter 669, Code of Iowa, and the Constitution of the State of Iowa.

V. Assignability.
Once a principal investigator or lead professional staff person has been identified as a part of an approved individual Scope of Work addendum, ISU shall not replace such personnel without the prior approval of the IOWA DOT.

VI. Inspection of Work and Review of Research.
A. The IOWA DOT, during normal business hours, shall be accorded proper facilities for review and inspection of work performed hereunder and shall at all times have access to the premises, books, records, correspondence, instruction, receipts, vouchers, and memoranda of every description pertaining to the work.

B. The IOWA DOT reserves the right to review and observe, at all reasonable times, completed work and progress on the research covered by this Research Management Agreement.

VII. Reports and Ownership of Data.
A. An abstract or executive summary shall be required at the beginning of the report for all reports containing more than five pages. The abstract shall include the conclusions and
recommendations of the final report and summarize suggested or proposed implementation of the research findings.

B. One electronic copy of a final report in PDF format showing a summary of all findings and conclusions along with recommended courses of action shall be submitted to the Iowa DOT. Within the conclusions and recommendations of the final report, the Principal Investigator shall, in consultation with the TAC, outline suggested or proposed implementation of the research findings. A one, two or four page technology transfer summary of the findings, including implementation recommendations, shall be provided with the final report.

C. Originals of all documents including, but not limited to reports, books, other documents, data and graphics, regardless of type or format, developed by, or acquired by ISU for services under terms of this Research Management Agreement or created by ISU in furtherance of work activities performed under or ancillary to this Research Management Agreement, are to be the joint property of the IOWA DOT, and ISU.

D. All such material shall be retained by ISU for a period of not less than 3 years following the completion of each project. During this period ISU shall preserve and maintain all such materials and make them readily available to the IOWA DOT for use or duplication. ISU shall not damage or dispose of such materials without the prior written approval from the IOWA DOT. Should written approval be withheld, ISU may determine to hold and maintain the materials for a longer period of time or to provide notice and deliver them to the technical office of the IOWA DOT which sponsored the research.

VIII. Publications or Release of Information.

A. Papers, reports, forms, or other materials produced as a part of this Research Management Agreement or approved annual work plans, except publications submitted to peer-reviewed journals, will not be registered for copyright in ISU’s name without written approval of the IOWA DOT.

B. All reports and other documents completed by ISU for distribution as part of this Research Management Agreement, other than documents exclusively for internal use within ISU or IOWA DOT, shall carry the following notation on the front cover or title page containing the name of Iowa State University:

The preparation of this (report, document, etc.) was financed in part through funds provided by the Iowa Department of Transportation through its Research Management Agreement with the Institute for Transportation.

C. Prior to acceptance of the final report by the IOWA DOT, ISU shall publish neither the final report nor any interim report, nor shall ISU register the copyright of any report, document, form or other material developed from this research project without the prior, express, written consent of the IOWA DOT. Both oral and written releases are deemed to be publications.
D. Copies of theses or dissertations, based on research performed under this Research Management Agreement, shall not be classed as publications when they are distributed solely in compliance with the requirements for award of an academic degree.

E. After acceptance of the final report by the IOWA DOT, the IOWA DOT and ISU shall be free to publish or use the data and results with the only restriction being that ISU may not register the copyright of the final report without the prior, written consent of the IOWA DOT. Either party to the Agreement may request from the other party permission to jointly publish any final or interim report or any portions thereof.

F. Publication by either party shall give credit to the other party.

G. The cover and acknowledgment section of all reports shall note the participation of the IOWA DOT, and credit the Federal Highway Administration if written notice of federal-aid participation in the project has been provided. The project number provided by the IOWA DOT shall be noted in all written correspondence, reports, or references.

H. In the event of failure of agreement between the IOWA DOT and ISU relative to the publication of any reports during the period of this Research Management Agreement, each party reserves the right to publish independently upon completion and acceptance of the work provided for by an individual addendum. In the event of such failure of agreement, the non-concurrences of the disagreeing party shall be identified and included in all publications referencing the conclusions, if requested.

I. Disclaimer and Statement of Non-Discrimination. The following statements will be included in all future reports and publications generated with IOWA DOT support:

Federal and state laws prohibit employment and/or public accommodation discrimination on the basis of age, color, creed, disability, gender identity, national origin, pregnancy, race, religion, sex, sexual orientation or veteran’s status. If you believe you have been discriminated against, please contact the Iowa Civil Rights Commission at 800-457-4416 or the Iowa Department of Transportation affirmative action officer. If you need accommodations because of a disability to access the Iowa Department of Transportation’s services, contact the agency’s affirmative action officer at 800-262-0003.

The preparation of this (report, document, etc.) was financed in part through funds provided by the Iowa Department of Transportation through its “Second Revised Agreement for Management of Research Conducted by Iowa State University for the Iowa Department of Transportation, “ and its amendments.

The opinions, findings, and conclusions expressed in this publication are those of the authors and not necessarily those of the Iowa Department of Transportation.

Upon written notification by the Iowa DOT that there is federal aid participation in this research project, the University will add the following phrase to the preceding statement:

or the United States Department of Transportation, Federal Highway Administration.
IX. Proprietary Information.
   A. It is agreed and understood that all data, records and information of a commercial,
      financial or proprietary nature provided by the IOWA DOT to ISU or any subcontractor
      in the furtherance of this Research Management Agreement shall be the sole property
      of the IOWA DOT, and may not be quoted, reproduced, or disseminated in any form,
      nor damaged or disposed of in any manner without the express written consent of the
      IOWA DOT. It is further agreed and understood that the provisions of Iowa Code 22.7
      regarding nondisclosure of commercial, financial, or other proprietary information
      collected, assembled, or otherwise utilized in the course of this Research
      Management Agreement shall be an integral part of this Research Management
      Agreement.
   B. It is further agreed and understood that ISU shall have the right to utilize such data as
      may be generated for whatever purpose ISU may want to use it, provided, such
      utilization is in full and complete accordance with part A of this clause and all applicable
      provisions of law.

X. Promotion of Publicity.
   No party to this Research Management Agreement shall use the name of the other for
   advertising, promotional or publicity purposes without the prior, express, written consent of the
   other.

XI. Patents.
   A. All patentable discoveries or copyrightable materials made solely by ISU under a work
      plan covered by this Research Management Agreement shall be the sole property of
      ISU. ISU shall grant the IOWA DOT, agencies of the State of Iowa, Iowa city and
      county governments and all state agencies of any other state that contributed to any
      pooled funding source for the patentable discovery or copyrightable materials, a non-
      exclusive, nontransferable, royalty-free license to practice such patentable discovery,
      copyrightable material or invention. Said license shall allow for the manufacture, use
      and disposition, according to law, of any such discovery, material or invention and in
      the use of any method that may be developed as a part of the work done under the
      work plan. When federal funds are involved, the standard federal patent language will
      flow through to ISU.
   B. All patentable discoveries or copyrightable materials made solely by IOWA DOT under
      a work plan covered by this Research Management Agreement shall be the sole
      property of IOWA DOT. IOWADOT shall grant to ISU, agencies of the State of Iowa,
      Iowa city and county governments and all state agencies of any other state that
      contributed to any pooled funding source for the patentable discovery or copyrightable
      materials, a non-exclusive, nontransferable, royalty-free license to practice such
      patentable discovery, copyrightable material or invention. Said license shall allow for
      the manufacture, use and disposition, according to law, of any such discovery, material
      or invention and in the use of any method that may be developed as a part of the work
done under the work plan. When federal funds are involved, the standard federal patent language will flow through to IOWA DOT.

C. Any patentable discoveries or copyrightable materials made jointly by the IOWA DOT and ISU under a work plan covered by this Research Management Agreement shall become the joint property of the IOWA DOT and ISURF. IOWA DOT and ISURF shall grant each other a mutual, non-exclusive, nontransferable, royalty-free license to practice such patentable discovery, copyrightable material or invention. Said license shall allow for the manufacture, use and disposition, according to law, of any such discovery, material or invention and in the use of any method that may be developed as a part of the work done under the work plan. IOWA DOT and ISURF shall further grant such a license to agencies of the State of Iowa, to all Iowa city and county governments and to all state agencies of any other state that contributed to any pooled funding source for the work plan. When federal funds are involved, the standard federal patent language will flow through to ISU and IOWA DOT.

D. In case of a conflict between this clause and the terms of any Federal Contract, Federal Grant, or the Bayh-Dole Act, the terms of the contract, grant or the Bayh-Dole Act will take precedence. The parties will work in good faith to identify and disclose any requirements imposed by funding sources as projects are developed, especially when funds are provided by Federal Agencies, so that such conflicts can be reviewed and resolved at the earliest stage possible.

XII. Compensation.

A. The IOWA DOT shall reimburse ISU for the actual and necessary costs incurred by ISU in the conduct of the research contained in the addenda on a cost-reimbursement basis and according to OMB Circular A-21. However, total reimbursement shall not exceed the dollar amount set forth in the budget for work activities specified in the approved project addendum.

B. Except as otherwise identified in any individual Scope of Work Addendum, the IOWA DOT shall make interim payments based on the satisfactory progress of assignments and upon submission of claims by ISU, not less frequently than quarterly. Final payment reconciliation shall be made when copies of all technical data, if requested as describe in Section III above, have been delivered to the technical office of the IOWA DOT.

XIII. Audit.
The IOWA DOT shall have the right to audit ISU’s records of expenditures made on behalf of the research. Such audit shall be made in accordance with both State of Iowa and FHWA regulations and instructions applicable on the date this Research Management Agreement is signed by ISU. ISU shall maintain records, documents, and other evidence in support of all direct and indirect costs incurred for the performance of the individual project addenda. ISU shall make said records available for inspection by the audit representative of the IOWA DOT at all responsible times during the period of performance of individual addendum projects and for
three years following the completion of any individual project addendum, and provide copies of accounting and cost records to the same upon request.

XIV. Amendments and Termination.
A. This Research Management Agreement or any individual addendum may be amended due to changes in rules, regulations or laws which conflict with any terms or Scope of Work agreed to.
B. Any individual addendum may be terminated before the completion date by the IOWA DOT or ISU. Termination shall be effective thirty days following receipt of written notice thereof. During said thirty day period, ISU shall prepare and deliver to the technical office of the IOWA DOT a draft report summarizing the research performed to date and the results obtained to date, together with supporting data. ISU shall be reimbursed for costs incurred, including costs incurred but not yet paid, to the effective termination date.
C. This Research Management Agreement will remain in effect from the date of last signature until amended, modified, or terminated.
D. Termination of this Research Management Agreement shall include consideration of each active project addendum for separate continuation or termination. Within 90 days of the termination notice, ISU shall submit a report summarizing all remaining interests and issues that require further resolution. Resolution shall be as mutually agreed to and shall include disposition of any ownership. No costs shall be associated with termination of this Research Management Agreement, except as provided for by individual project addendum.

XV. Contingent Fees.
ISU warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ISU, to solicit or secure this Research Management Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for ISU, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Research Management Agreement. For breach or violation of this warranty, the IOWA DOT shall have the right to annul this Research Management Agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XVI. Indirect Costs.
A. The indirect cost rate shall be consistent with the HHS approved off-campus rate for the fiscal years of the Agreement or as otherwise established by individual addendum provisions.
B. On InTrans contracts with the IOWA DOT, ISU will not charge indirect cost on subcontracts to the University of Iowa or the University of Northern Iowa.
XVII. Civil Rights Act.
During the performance of this Research Management Agreement, ISU, its assignees and successors in interest, shall comply with the provisions of the Title VI of the Federal Civil Rights Act of 1964.

XVIII. Royalties.
A. ISU, through the Iowa State University Research Foundation (ISURF), acknowledges the rights of the IOWA DOT in the income for inventions or copyrights developed under IOWA DOT-funded research. Royalty income shall be derived from inventions, including software, developed from the performance of addenda negotiated under this Research Management Agreement. The IOWA DOT shall be entitled to 5% of the net royalty income of any patentable invention under the work conducted in the addendum or addenda. Net royalty income should be defined as gross royalty income received by ISURF minus a 15% management fee, and all patent and legal expenses incurred by ISURF.

B. ISURF shall disclose each subject invention or copyrightable material to the IOWA DOT Contracting Officer within two (2) months after the inventor discloses it in writing to ISURF personnel responsible for patent matters.

C. Each party shall retain title to any intellectual property conceived, reduced to practice, or authored as a result of the performance by each party of its respective work under this Research Management Agreement and as applicable in accordance with the regulations set forth at 37 C.F.R. Part 401 “Rights to Inventions Made to Non-Profit Organizations and Small Business Firms.”

D. Any patentable discoveries or copyrightable material made jointly by the IOWA DOT and ISU shall become joint property in the IOWA DOT and ISURF. Each party agrees to negotiate in good faith the terms relative to patent or copyright costs and royalty sharing on any inventions with joint ownership and further agree that ISURF shall manage the prosecution and licensing associated with such joint inventions.

XIX. Purchases of Equipment and Tangible Items.
A. Equipment items purchased as part of this Research Management Agreement are an allowable cost provided the equipment is specified in the approved proposal budget or otherwise authorized in writing by the IOWA DOT. Budget approval or IOWA DOT approval will be based on ISU providing a written description and estimated cost of the equipment. As used herein, the term “equipment” means non-consumable property to be used in the performance of a project, having a purchase price of $5,000 or more.

B. Tangible items purchased as part of this Research Management Agreement are an allowable cost provided the tangible item is specified in the approved proposal budget or otherwise authorized in writing by the IOWA DOT. Budget approval or IOWA DOT approval will be based on ISU providing a written description and estimated cost of the tangible item. "Tangible items" are defined as non-consumable property to be used in
the performance of a project and having a per item purchase price between $1,000 and $4,999.

C. Purchase of computers and computer peripheral hardware when use is not 100 percent allocated to a specific project addendum and approved in writing either by the approved budget or other prior IOWA DOT written approval is not an allowable cost under this Research Management Agreement. ISU may charge for computer usage in order to provide computers for use under this Research Management Agreement.

D. The IOWA DOT shall retain ownership and ISU possession of purchased equipment and tangible items until completion or termination of the project addendum. ISU shall maintain the proper working condition of the purchased equipment and tangible items until completion or termination of the project addendum.

E. ISU will submit semi-annually an inventory of all equipment and tangible items acquired by ISU under this Research Management Agreement. The following shall be furnished for each piece of equipment and tangible item: a) item name, b) make/model identification, and c) total cost.

F. Annually and in writing, the IOWA DOT will arrange for the disposition of the equipment and tangible items purchased on completed or terminated addenda. Equipment and tangible items that have exceeded their usefulness on continuing addenda will be discussed by both parties and the disposition mutually agreed upon. The IOWA DOT shall have the right to require ISU to deliver the equipment and tangible items and title to the IOWA DOT. The IOWA DOT and ISU may mutually agree to use the equipment and tangible items on future contracted research projects, when appropriate. Such agreements shall include provisions for operating and maintenance costs.

XX. Conflicts of Interest.

A. Background. The parties recognize that the funds used by IOWA DOT to pay for the services provided by InTrans under the terms of this Research Management Agreement are public funds. In order to engender public confidence in the general operation of state government and the specific relationship between the Iowa DOT and InTrans, the parties agree to identify and eliminate or manage any conflicts of interest that may arise during the period of this Research Management Agreement, under the terms set forth below.

B. Joint DOT/ISU Conflict of Interest Committee (COIC). The Parties will utilize a four-person Conflict of Interest Committee (hereafter “COIC”) to identify, investigate review and evaluate any possible or potential conflicts of interest that may arise during the term of this Research Management Agreement.

C. Appointment of COIC Members. The following IOWA DOT employees shall serve on the COIC: the Research and Technology Bureau Director and the Director of the Highway Division. On a case by case basis, ISU, through its Vice President for Research and Economic Development shall designate its representatives to serve on the COIC—these representatives are expected to be the ISU COI Administrator and an
individual who serves in a supervisory role at the researcher’s home unit at ISU (either an Associate Dean or Institute / Center / Program director, depending on the researcher’s appointment type). The COIC shall permit attendance of non-voting members as advisors to the COIC.

D. Applicability. The COIC shall review conflict of interest disclosures, and concerns raised by any person regarding a conflict of interest of any ISU faculty and staff who are supported by IOWA DOT funds, when such conflict relates to the work being conducted with IOWA DOT support.

E. COIC Process. The COIC shall:

1. Receive and review all disclosures of potential conflict of interest, as well as concerns or complaints raised by the general public or by either of the Parties, including COIC members.

2. Make determinations of the factual circumstances of the faculty or staff member’s outside activity, and as necessary request information to assure the accuracy of its determinations.

3. Determine whether a conflict of interest exists, and the seriousness of the conflict of interest. If it finds no conflict of interest exists, it may recommend that no action be taken.

4. Explore options to manage conflicts, such as disclosure, recusal, special oversight or separate review of decisions and reporting, and the likely efficacy of such options.

5. Determine which conflict of interests can and cannot effectively be managed, and recommend management measures (a “management plan”) to eliminate or mitigate conflicts, or recommend that the ISU employee either be required to halt the external activity or be removed from IOWA DOT support.

At the conclusion of the COIC process (set forth in paragraphs E 1-5 above), the COIC shall notify the Research and Technology Bureau Director and the ISU Representative (the “COI Administrators”) of its recommendation or its inability to agree on a recommendation.

F. Final Determination.

1. The COI Administrators shall confer upon receiving notice of the COIC’s recommendation or its inability to agree on a recommendation. The COI Administrators may adopt the recommendation, amend it or agree on a different resolution. If the COI Administrators achieve consensus on handling the conflict of interest (including a determination that no conflict exists), their determination shall be forwarded back to the COIC with appropriate guidance for implementation.

2. If the ISU COI Administrator recommends a higher level of restriction to manage the conflict than the IOWA DOT COI Administrator, that finding will prevail, and ISU will be solely responsible for implementing the recommendation. If the ISU COI Administrator finds that the conflict of interest cannot be managed, that finding will prevail and ISU will secure an agreement from the ISU faculty or staff member that they will halt the outside
activity within 30 days, or the staff member will be removed from DOT support within 30 days.

3. If the IOWA DOT COI Administrator recommends a higher level of restriction to manage a conflict than the ISU COI Administrator, IOWA DOT may issue a 30-day notice to ISU to implement the IOWA DOT COI Administrator's recommendation. In the event ISU declines to implement the IOWA DOT COI Administrator's recommendation, ISU will secure an agreement from the ISU faculty or staff member that they will halt the outside activity within 30 days, or remove the ISU faculty or staff member from DOT support within 30 days.

4. If the IOWA DOT COI Administrator finds that the conflict of interest cannot be managed, the Director of IOWA DOT or the Director's designee shall notify ISU of that determination and IOWA DOT shall also issue a 30-day notice to ISU to remove the ISU faculty or staff member from IOWA DOT support.

G. Implementation of Final Determination.

1. The COIC shall oversee implementation of the final determination, including a determination to remove an ISU faculty or staff member from IOWA DOT support. If a conflict of interest management plan is put in place, the COIC shall have continuing oversight over implementation of the management plan and may recommend amendments to it.

2. In case IOWA DOT issues a notice to remove the ISU faculty or staff member from IOWA DOT support, ISU shall implement it promptly. ISU shall report to IOWA DOT within the 30 day period of its implementation of the notice. IOWA DOT shall have the right to withhold funds for the affected project if ISU has not provided notice of implementation, or in fact has not complied with IOWA DOT's 30-day notice.

XXI. Out-Of-State Travel.
To facilitate administration of this article, ISU will maintain appropriate internal documents (Out-of-State Travel Authorization and Request to Pay Honoraria or Expense) and provide them to IOWA DOT, if requested.

XXII. Compliance with Federal, State, and Local Laws and Regulations.
ISU shall comply with all applicable provisions of federal, state, and local laws and regulations in the performance of its obligation under this Research Management Agreement.

XXIII. Prohibited Interests.
Any employee of IOWA DOT and ISU while engaged in the performance of the work hereunder shall not be considered an employee of the other party. ISU will not subcontract work contained hereunder without prior approval of IOWA DOT.
XXIV. No Third Party Beneficiaries.
ISU and IOWA DOT do not intend this Research Management Agreement to create any rights in any third parties.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS RESEARCH MANAGEMENT AGREEMENT TO BE EXECUTED.

For Institute for Transportation

[Signature]
Shashi Nambisan
Director
Date: May 22, 2012

For Iowa State University

[Signature]
Rochelle Athey, CRA Director
Office of Sponsored Programs Administration
Date: 5/23/12

For Iowa Department of Transportation

[Signature]
Sandra Larson, Director of Research and Technology Bureau
Date: 6-8-2012