

PROJECT AGREEMENT
BETWEEN THE DEPARTMENT OF TRANSPORTATION OF THE
UNITED STATES OF AMERICA AND THE FEDERAL MINISTRY
OF RESEARCH AND TECHNOLOGY OF THE
FEDERAL REPUBLIC OF GERMANY
FOR COOPERATION IN THE FIELD OF
TRANSIT BUS TECHNOLOGY

1. Authority:

The Project Agreement (hereinafter referred to as this Agreement) is entered into pursuant to the Memorandum of Understanding regarding cooperation on the development of advanced urban roadway transportation between the Department of Transportation of the United States of America and the Federal Ministry of Research and Technology and the Federal Ministry of Transport of the Federal Republic of Germany signed at Bonn June 12, 1973, and amended March 23 and June 9 and 15, 1976, and July 12 and August 30, 1978.

2. Purpose:

This Agreement is intended to continue a program of joint research between the Urban Mass Transportation Administration of the Department of Transportation (DOT) and the Federal Ministry of Research and Technology (MORT) (DOT and MORT hereinafter referred to as the Parties) in the area of Transit Bus Technology. For purposes of this Agreement, Transit Bus Technology includes innovative bus systems and subsystems which are designed to reduce operating and maintenance costs and provide more effective transportation.

The objective of the Parties is to benefit from each other's research, to avoid duplication of effort and, in accordance with the principle of mutual benefit, to reduce the costs of research efforts for both Parties.

3. Scope of Work:

The scope of the projects to be accomplished by the Parties, either individually or jointly, is set forth in detail in Annex A to this Agreement.

4. Project Officers:

A. Designation: Within thirty (30) days of the entry into force of this Agreement, each Party will designate a Project Officer.

B. Responsibilities: Project Officers will be responsible for the accomplishment of the tasks and objectives set out in this Agreement, and will be the principal points of contact between the Parties for the arrangements described in Annex A.

5. Funding:

A. The participation of each Party in the project is subject to the availability of funds.

B. Each Party shall bear the direct costs (e.g., remuneration, travel expenses, per diem), associated with the participation of its personnel in the project, as well as the cost of any language services it may require.

C. Except as may be agreed in supplementary arrangements, transfers of funds between the Parties are not envisaged in connection with this Agreement.

6. Disclaimer:

Each Party will exercise its best efforts to ensure the accuracy of all data transmitted to the other Party pursuant to this Agreement, but the accuracy of such data is not guaranteed and neither Party will hold the other Party responsible in the event of claims arising from its use.

7. Contractors:

In the event that either Party employs a contractor and/or consultant to conduct or participate on its behalf in activities pursuant to this

Agreement, the name of the contractor and/or consultant and the scope of his assignment and authority shall be notified to the other Party.

8. Duration:

This Agreement succeeds the Agreement dated December 3, 1979, and March 24, 1980. It shall enter into force upon signature by both Parties, and remain in force for a period of four years. It may be extended by mutual written agreement of the Parties, or terminated by either Party upon 60 days written notification to the other Party.

9. Amendments:

This Agreement may be amended at any time by mutual written agreement of the Parties.

10. Land Berlin:

This Agreement shall also apply to Land Berlin, provided that the Government of the Federal Republic of Germany does not make a contrary declaration to the Government of the United States within three months of the date of entry into force of this Agreement.

Done at

For the Department of Transportation
of the United States of America



Matthew V. Scocozza
Assistant Secretary for Policy and
International Affairs

Date: March 8, 1984

For the Federal Ministry of Research
and Technology of the Federal Republic
of Germany



Werner Menden
Unterabteilungsleiter 52

Date: March 8, 1984

ANNEX A

Scope of Work

1. Cooperative Procedures

The Urban Mass Transportation Administration (UMTA) of DOT and MORT will utilize the following procedures, as feasible, to achieve the purposes of this Agreement:

- a. Regular exchange of reports and studies;
- b. Joint research work;
- c. Joint meetings at the technical level, and at the management level if mutually deemed appropriate;
- d. Mutual invitation to seminars and conferences;
- e. Reciprocal visits to technical installations and observation of developmental tests; and
- f. Exchange of specialists for collaboration on research projects for periods up to 3 months

as relevant to the specific areas of cooperation set forth below.

2. Areas of Cooperation in Transit Bus Technology

Information will be exchanged^{*} in the following areas of promising bus and trolley bus technologies:

- a. Feasibility and cost benefit studies;
- b. Design, development and fabrication techniques; and
- c. Laboratory and in-service tests and evaluations.

3. Schedule of Activities

- a. First joint meeting in Germany to discuss, primarily, energy recovery, guided busways and methanol fuel propulsion systems. June 1984
- b. Agreement on schedules for future meetings, visits and transfer of information will be developed through mutual agreement. September 1984
- c. Define joint or cooperative projects during remainder of agreement. January 1985