

as provided in all applicable laws and authorities as listed in 24 CFR 58.5.

- B. The Contractor further agrees that, pursuant to the provisions of 24 CFR Part 58, it will comply with Section 106 of The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.), as amended, by submitting to the City, c/o Urban Conservator, Department of Community Development, City Hall, 601 Lakeside Avenue, Cleveland, Ohio 44114, Form ERR 6-1 "Historic Compliance Request," attached hereto as Exhibit "A", and Form ERR 6-2 "Determination of Eligibility," attached hereto as Exhibit "B", prior to initiating any proposed activity as described in Paragraph A of this Section. In the event the proposed activity involves more than one structure or property, the Contractor will submit a Form ERR-6 to the City for each structure or property to be affected by the activity. In addition, the Contractor agrees that it will provide all other necessary information and data upon request of the City in order that the City may maintain the required environmental review records.
- C. The Contractor further agrees that it will not proceed with or commit any funds toward any activity as described in Paragraph A of this Section until it receives written approval from the City acknowledging that all environmental review and clearance requirements, which are applicable to the proposed activity, have been met. Upon notice of disapproval, the Contractor may request technical assistance from the City in order to modify the proposed activity to comply with all appropriate Federal and State laws, rules and regulations. The City agrees to provide such technical assistance, where feasible, and after necessary modifications to the proposed activity are made, the City may rescind its disapproval and the Contractor may commence the proposed activity and commit funds to the activity.
- D. In the event that changes or modifications are necessary or required in the proposed activity after such activity has commenced or funds have been committed to the activity, the Contractor will, prior to any additional commitment or expenditure of funds, submit all necessary supplemental environmental review information and data to the City for the purpose of updating the environmental review record. Upon receipt of supplemental written approval, the Contractor may commit or expend funds for said activity.

SECTION 17- COPYRIGHTS

If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but HUD reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use all material which can be copyrighted.

SECTION 18- PATENTS

Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to HUD for determination by HUD as to whether patent protection for such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

SECTION 19- POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

Any staff member *whose salary* is funded in whole or part by this Agreement may be a candidate for nonpartisan political office but may not be a candidate for partisan political office. Any staff member *whose salary* is funded in whole or part by this contract and who becomes a candidate for nonpartisan political office, or who participates in the campaign of another person for political office may not use his or her official authority or influence to interfere with an election. Any

staff member whose salary is funded in whole or part by this Agreement and who becomes a candidate for nonpartisan political office, or who participates in the campaign of another individual for political office may not be involved in any of the following activities during official work times and/or whole on official duty:

- may not knowingly solicit or discourage the political activity of any person who has business before the agency
- may not collect or solicit political contributions
- may not engage in political activity
- may not engage in political activities when wearing an official insignia identifying his or her office or position
- may not engage in political activity while using an agency vehicle
- may not make calls and/or set up appointments for a political campaign or committee activity or use agency facilities, equipment or supplies for such purposes
- may not write or assist others in writing political speeches
- may not travel to a local campaign and/or political events
- may not mix official travel and political activity without written justification and prior authorization
- may not use their agency offices to hold meetings with campaign staff

SECTION 20- LOBBYING AND FUND RAISING ACTIVITIES PROHIBITED

No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal loan or grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.

Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with the Contractor a certification that the person has not made, and will not make, any payment prohibited as set forth above. If such a person made or has agreed to make any payment using non-appropriated funds (to include profits from any covered Federal action), he or she shall file a disclosure form with the agency.

Any staff member whose salary is funded in whole or part by this contract may not be involved in any fund raising activities for the Contractor during official work times. Costs for organized fund raising, including financial campaigns, endorsement drives, solicitation of gifts and bequests, and similar expenses incurred solely to raise capital or obtain contributions are not allowable costs.

SECTION 21- PERSONNEL

- A. The Contractor represents that it has, or will secure at its own expense, all qualified personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.