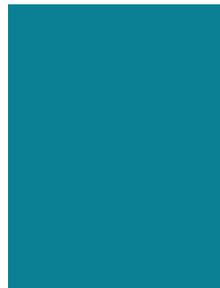


International Design + Deliverability Competition



PORT AUTHORITY BUS TERMINAL

Registration Packet



DESIGN +
DELIVERABILITY
COMPETITION
REGISTRATION
PACKET

REGISTRATION PACKET

Instructions:

This Registration Packet includes the following:

1. Competitor Registration Form
2. Agreement on Terms of Discussion (Updated April 12, 2016)
3. Form of Certification
4. Information about the Background Qualification Questionnaire
5. Terms and Conditions
6. Exhibit A: Assignment Agreements (For Reference Only) (Updated April 5, 2016)

In order to register for this Competition, Competitors must complete the following documents and submit them by email to PABTcompetition@panynj.gov:

1. Competitor Registration Form – One (1) per Competitor team
2. Agreement on Terms of Discussion – One (1) per Competitor team
3. Form of Certification – One (1) per Member Entity – (may be multiple per Competitor team)

By registering for this Competition, Competitors (and entities thereof) agree to the terms and conditions relating to the Competition.

Finalists will be required to assign their copyright and other intellectual property ownership interests in their submission to the Port Authority. The assignment form is included with this Registration Packet, for reference only.

COMPETITOR REGISTRATION FORM

Competitor Name (if any):

Name of Competitor Representative:

Representative's Firm, Organization, or Affiliation:

Address _____

City _____ State _____ Zip _____

E-mail _____

Phone _____

Competitor team consists of the following entities (additional pages may be added, if necessary):

Entity Name _____

Primary Contact _____

Address _____

City _____ State _____ Zip _____

E-mail _____

Phone _____

Entity Name _____

Primary Contact _____

Address _____

City _____ State _____ Zip _____

E-mail _____

Phone _____

Entity Name _____

Primary Contact _____

Address _____

City _____ State _____ Zip _____

E-mail _____

Phone _____

Entity Name _____
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Entity Name _____
Primary Contact _____
Address _____
City _____ State _____ Zip _____
E-mail _____
Phone _____

Entity Name _____
Primary Contact _____
Address _____
City _____ State _____ Zip _____
E-mail _____
Phone _____

AGREEMENT ON TERMS OF DISCUSSION

The Port Authority's receipt or discussion of any information (including information contained in any Competition Submission, ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) shall not impose any obligations whatsoever on the Port Authority or entitle us to any compensation therefor (except to the extent specifically provided in such written agreement, if any, as may be entered into between the Port Authority and us). Any such information given to the Port Authority before, with or after this Agreement on Terms of Discussion ("Agreement"), either orally or in writing, is not given in confidence. Such information may be used, or disclosed to others, for any purpose at any time without obligation or compensation and without liability of any kind whatsoever. Any statement which is inconsistent with this Agreement, whether made as part of or in connection with this Agreement, shall be void and of no effect. This Agreement is not intended, however, to grant to the Port Authority rights to any matter, which is the subject of valid existing or potential letters patent.

Any information (including information contained in any proposal, vendor qualification(s), ideas, models, drawings, or other material communicated or exhibited by us or on our behalf) provided in connection with this procurement is subject to the provisions of the Port Authority Freedom of Information Code and Procedure adopted by the Port Authority's Board of Commissioners, which may be found on the Port Authority website at: <http://www.panynj.gov/corporate-information/pdf/foi-code.pdf>. The foregoing applies to any information, whether or not given at the invitation of the Authority.

(Entity)

(Signature)

(Title)

(Date)

ORIGINAL AND PHOTOCOPIES OF THIS PAGE ONLY.
DO NOT RETYPE.

FORM OF CERTIFICATION

TO BE COMPLETED BY EACH MEMBER ENTITY

Name of Member Entity: _____ (the “Entity”)

Reference is hereby made to the Port Authority Bus Terminal International Design + Deliverability Competition (the “**Competition**”) issued by The Port Authority of New York and New Jersey (the “**Port Authority**”).

The undersigned hereby certifies on behalf of Entity, as of the date set forth below that it has not used, and will not use, any non-public information or Protected Information (as defined in the Port Authority’s Information Security Handbook dated October 15, 2008, corrected as of November 14, 2013) in the preparation of its Phase One Submission, and, if it/it’s Competitor team is selected as a Finalist, it shall not use any non-public information or Protected Information in the preparation of its Phase Two submission in connection with the Competition. Any non-public information or Protected Information provided by the Port Authority specifically for the purpose of its utilization by the Entity in the preparation of its Phase One or Phase Two Submission may be used for the purpose of preparing Phase One or Phase Two submissions, or for other purposes as may be specifically authorized by the Port Authority in writing, in accordance with any requirements that may be set forth with the provision of the non-public information or Protected Information, which may include but not be limited to the execution of a Non-Disclosure Agreement.

For the purpose of this certification, “non-public information” includes, but is not limited to, information obtained through or by virtue of the Entity’s past or current work, or participation on any solicitation, related to the Port Authority Bus Terminal, or the Midtown Bus Master Planning Process.

A materially false statement willfully or fraudulently made in connection with this Certification, or failure to conduct appropriate due diligence in verifying the information that is the subject matter of this Certification may lead to the Port Authority disqualifying the Entity’s Competitor team or make the Entity’s Competitor team ineligible to receive any honorarium, as the case may be.

[NAME OF ENTITY] _____

By: _____

Name: _____

Title: _____

Background Qualification Questionnaire

Each firm comprising the Competitor must submit a completed Background Qualification Questionnaire (BQQ), for itself and all subcontractors and vendors known to the Competitor (or entity thereof) at the time of entry submission. This document and instructions for submitting the completed BQQ to the Authority's Office of Inspector General can be obtained at the Authority's website through the following link: <http://www.panynj.gov/inspector-general/inspector-general-programs.html>.

Terms and Conditions of the Competition

By registering for this Competition, the Competitor, and the entities comprising the Competitor, accept the following Terms and Conditions. The Port Authority reserves the right to amend these Terms and Conditions at any time upon notification in writing to Competitor's Representative as indicated above. Submissions will not be returned.

Part I- Notification of Security Requirements

The Authority has the responsibility of ensuring safe, reliable and secure transportation facilities, systems, and projects to maintain the well-being and economic competitiveness of the region. Therefore, the Authority reserves the right to deny access to certain documents to any person that declines to abide by Port Authority security procedures and protocols, any person with a criminal record with respect to certain crimes or who may otherwise poses a threat to the construction site or facility security. The Authority reserves the right to impose multiple layers of security requirements on the Competitor (or entity thereof), its staff and subcontractors and their staffs depending upon the level of security required, or may make any amendments with respect to such requirements as determined by the Authority.

These security requirements may include but are not limited to the following:

- Execution of Port Authority Approved Non-disclosure Agreements
At the direction of the Port Authority, the Competitor (or entity thereof) shall be required to have its principals, staff and/or subcontractor(s) and their staff, execute Port Authority approved non-disclosure agreements.
- Contractor/ Subcontractor identity checks and background screening
The Port Authority's designated background screening provider may require inspection of not less than two forms of valid/current government issued identification (at least one having an official photograph) to verify staff's name and residence; screening federal, state, and/or local criminal justice agency information databases and files; screening of any terrorist identification files; access identification to include some form of biometric security methodology such as fingerprint, facial or iris scanning, or the like.
The Competitor (or entity thereof) may be required to have its staff, and any subcontractor's staff, material-men, visitors or others over whom the Competitor (or entity thereof)/ subcontractor has control, authorize the Authority or its designee to perform background checks, and a personal identity verification check. Such authorization shall be in a form acceptable to the Authority. The Competitor (or entity thereof) and subcontractors may also be required to use an organization designated by the Authority to perform the background checks.

As of January 29, 2007, the Secure Worker Access Consortium (S.W.A.C.) is the only Port

Authority approved provider to be used to conduct background screening and personal identity verification, except as otherwise required by federal law and/or regulation (such as the Transportation Worker Identification Credential for personnel performing in secure areas at Maritime facilities). Information about S.W.A.C., instructions, corporate enrollment, online applications, and location of processing centers can be found at <http://www.secureworker.com>, or S.W.A.C. may be contacted directly at (877) 522-7922 for more information and the latest pricing.

- Compliance with the Port Authority Information Security Handbook

The Competition may require access to Port Authority information considered Protected Information ("PI") as defined in the Port Authority Information Security Handbook ("Handbook"), dated October, 2008, corrected as of November 14, 2013, and as may be further amended. The Handbook and its requirements are hereby incorporated into this Competition and will govern the possession, distribution and use of PI if at any point during the lifecycle of the project or solicitation it becomes necessary for the Competitor (or entity thereof) to have access to PI. Protecting sensitive information requires the application of uniform safeguarding measures to prevent unauthorized disclosure and to control any authorized disclosure of this information within the Port Authority or when released by the Port Authority to outside entities.

- Audits for Compliance with Security Requirements

The Port Authority may conduct random or scheduled examinations of business practices under this section entitled "NOTIFICATION OF SECURITY REQUIREMENTS" and the Handbook in order to assess the extent of compliance with security requirements, Protected Information procedures, protocols and practices, which may include, but not be limited to, verification of background check status, confirmation of completion of specified training, and/or a site visit to view material storage locations and protocols.

Part II- Competitor's Integrity Provisions

1. **Certification of No Investigation (criminal or civil antitrust), Indictment, Conviction, Debarment, Suspension, Disqualification and Disclosure of Other Information**

By Submitting an entry (Phase One and/or Phase Two) to this Competition, each Competitor and each person signing on behalf of any Competitor certifies, and in the case of a Competitor consists of a joint venture between multiple entities each party thereto certifies as to its own organization, that the Competitor (or entity thereof) and each parent and/or affiliate of the Competitor (or entity thereof) has not

- a. been indicted or convicted in any jurisdiction;
- b. been suspended, debarred, found not responsible or otherwise disqualified from entering into any contract with any governmental agency or been denied a government contract for failure to meet standards related to the integrity of the Competitor (or entity thereof);
- c. had a contract terminated by any governmental agency for breach of contract or for any cause based in whole or in part on an indictment or conviction;
- d. ever used a name, trade name or abbreviated name, or an Employer Identification Number different from those inserted in the Competition Submission;
- e. had any business or professional license suspended or revoked or, within the five years prior to Submission Deadline (Phase One or Phase Two), had any sanction imposed in excess of fifty thousand dollars (\$50,000) as a result of any judicial or administrative proceeding with respect to any license held or with respect to any violation of a federal, state or local environmental law, rule or regulation;
- f. had any sanction imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or antitrust regardless of the dollar amount of the sanctions or the date of their imposition; and
- g. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or a civil antitrust investigation by any federal, state or local prosecuting or investigative agency, including an inspector general of a governmental agency or public authority.

2. **Non-Collusive Submissions, and Code of Ethics Certification, Certification of No Solicitation Based On Commission, Percentage, Brokerage, Contingent or Other Fees**

By entering a Submission (Phase One and/or Phase Two) to this Competition, each Competitor and each person signing on behalf of any Competitor certifies, and in the case of a Competitor consists of a joint venture between multiple entities each party thereto certifies as to its own organization, that the Competitor (or entity thereof) and each parent and/or affiliate of the Competitor (or entity thereof) , that

- a. no attempt has been made and none will be made by the Competitor (or entity thereof) to induce any other person, partnership or corporation to submit or not to submit a Submission for the purpose of restricting competition;

- b. this organization has not made any offers or agreements or taken any other action with respect to any Authority employee or former employee or immediate family member of either which would constitute a breach of ethical standards under the Code of Ethics dated March 11, 2014, or as may be revised (a copy of which is available upon request) nor does this organization have any knowledge of any act on the part of an Authority employee or former Authority employee relating either directly or indirectly to this organization which constitutes a breach of the ethical standards set forth in said Code;
- no person or selling agency other than a bona fide employee or bona fide established commercial or selling agency maintained by the Competitor (or entity thereof) for the purpose of securing business, has been employed or retained by the Competitor (or entity thereof) to solicit or secure Competition Results on the understanding that a commission, percentage, brokerage, contingent, or other fee would be paid to such person or selling agency; and
- the Competitor (or entity thereof) has not offered, promised or given, demanded or accepted, any undue advantage, directly or indirectly, to or from a public official or employee, political candidate, party or party official, or any private sector employee (including a person who directs or works for a private sector enterprise in any capacity), in order to obtain, retain, or direct business or to secure any other improper advantage in connection with this Competition.
- no person or organization has been retained, employed or designated on behalf of the Competitor (or entity thereof) to impact any Port Authority or Jury Panel determination with respect to (i) the solicitation, evaluation or award of this Competition, or (ii) the preparation of specifications or request for submissions in connection with this Competition.

The foregoing certifications in this Part II, Sections 1 and 2, shall be deemed to have been made by the Competitor (or entity thereof) as follows:

- * if the Competitor (or entity thereof) is a corporation, such certification shall be deemed to have been made not only with respect to the Competitor (or entity thereof) itself, but also with respect to each parent, affiliate, director, and officer of the Competitor (or entity thereof), as well as, to the best of the certifier's knowledge and belief, each stockholder of the Competitor (or entity thereof) with an ownership interest in excess of 10%;
- * if the Competitor (or entity thereof) is a partnership, such certification shall be deemed to have been made not only with respect to the Competitor (or entity thereof) itself, but also with respect to each partner.

Moreover, the foregoing certifications, if made by a firm comprising the Competitor that is a corporate entity, the Competitor (or entity thereof), shall be deemed to have been authorized by the Board of Directors of the Competitor (or entity thereof), and such authorization shall be deemed to include the signing and entry of a Submission (Phase One and/or Phase Two) and the inclusion therein of such certification as the act and deed of the corporation.

In any case where the Competitor (or entity thereof) cannot make the foregoing certifications, the Competitor (or entity thereof) shall so state and shall furnish with the signed Submission (Phase One and/or Phase Two) a signed statement which sets forth in detail the reasons therefor. If the Competitor (or entity thereof) is uncertain as to whether it can make the foregoing certifications, it shall so indicate in a signed statement furnished with its Submission (Phase One and/or Phase Two), setting forth in such statement the reasons for its uncertainty. With respect to the foregoing certification in paragraph "2e", if the Competitor (or entity thereof)

cannot make the certification, it shall provide, in writing, with the signed Submission (Phase One and/or Phase Two): (i) a list of the name(s), address(es), telephone number(s), and place(s) of principal employment of each such individual or organization; and (ii) a statement as to whether such individual or organization has a “financial interest” in this Contract, as described in the Procurement Disclosure policy of the Authority (a copy of which is available upon request to the Chief Procurement Officer of the Procurement Department of the Authority). Such disclosure is to be updated, as necessary, up to the time of award announcement of final results of the Competition. As a result of such disclosure, the Port Authority may take appropriate action up to and including disqualification from the Competition.

Failure to make the required disclosures may lead to administrative actions up to and including disqualification from the Competition.

Notwithstanding that the Competitor (or entity thereof) may be able to make the foregoing certifications at the time the Submission (Phase One and/or Phase Two) is submitted, the Competitor (or entity thereof) shall immediately notify the Authority in writing during the period of the Competition (until final results are announced), of any change of circumstances which might under this clause make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure. The foregoing certifications or signed statement shall be deemed to have been made by the Competitor (or entity thereof) with full knowledge that they would become a part of the records of the Authority and that the Authority will rely on their truth and accuracy in awarding and continuing this Contract. In the event that the Authority should determine at any time prior or subsequent to the award of this Contract that the Competitor (or entity thereof) has falsely certified as to any material item in the foregoing certifications, has failed to immediately notify the Port Authority of any change in circumstances which might make it unable to make the foregoing certifications, might render any portion of the certifications previously made invalid, or require disclosure, or has willfully or fraudulently furnished a signed statement which is false in any material respect, or has not fully and accurately represented any circumstance with respect to any item in the foregoing certifications required to be disclosed, the Authority may determine that the Competitor (or entity thereof) is not a responsible Competitor (or entity thereof) with respect to its bid on the Contract or with respect to future bids on Authority contracts and may exercise such other remedies as are provided to it by the Contract with respect to these matters. In addition, Competitor (or entity thereof) are advised that knowingly providing a false certification or statement pursuant hereto may be the basis for prosecution for offering a false instrument for filing (see e.g. New York Penal Law, Section 175.30 et seq.). Competitor (or entity thereof) are also advised that the inability to make such certification will not in and of itself disqualify a Competitor (or entity thereof), and that in each instance the Authority will evaluate the reasons therefor provided by the Competitor (or entity thereof).

3. Eligibility for Award of Contracts Determination by an Agency of the State of New York or New Jersey Concerning Eligibility to Receive Public Contracts

Competitors (or entities thereof) are advised that the Authority has adopted a policy to the effect that in awarding its contracts it will honor any determination by an agency of the State of New York or New Jersey that a Bidder is not eligible to bid on or be awarded public contracts because the Bidder has been determined to have engaged in illegal or dishonest conduct or to have violated prevailing rate of wage legislation.

The policy permits a Bidder whose ineligibility has been so determined by an agency of the State of New York or New Jersey to submit a bid on a Port Authority contract and then to establish that it is eligible to be awarded a contract on which it has bid because (i) the state agency determination relied upon does not apply to the Bidder, or (ii) the state agency determination relied upon was made without affording the Bidder the notice and hearing to which the Bidder was entitled by the requirements of due process of law, or (iii) the state agency determination was clearly erroneous or (iv) the state determination relied upon was not based on a finding of conduct demonstrating a lack of integrity or violation of a prevailing rate of wage law.

The full text of the resolution adopting the policy may be found in the Minutes of the Authority's Board of Commissioners meeting of September 9, 1993.

Accordingly, while Competitors are not being contemplated for the award of a contract through this Competition, Competitors (or entities thereof) who have been found ineligible to bid or be awarded public contracts by an agency of the State of New York or New Jersey for the aforementioned reasons are ineligible to enter a Submission (Phase One and/or Phase Two), unless they are able to establish that it is eligible for one of the aforementioned reasons.

4. Definitions

As used in this section, the following terms shall mean:

Affiliate Two or more firms are affiliates if a parent owns more than fifty percent of the voting stock of each of the firms, or a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the firms, or if the firms have a common proprietor or general partner.

Agency or Governmental Agency Any federal, state, city or other local agency, including departments, offices, public authorities and corporations, boards of education and higher education, public development corporations, local development corporations and others.

Investigation Any inquiries made by any federal, state or local criminal prosecuting and/or law enforcement agency and any inquiries concerning civil antitrust investigations made by any federal, state or local governmental agency. Except for inquiries concerning civil antitrust investigations, the term does not include inquiries made by any civil government agency concerning compliance with any regulation, the nature of which does not carry criminal penalties, nor does it include any background investigations for employment, or Federal, State, and local inquiries into tax returns.

Officer Any individual who serves as chief executive officer, chief financial officer, or chief operating officer of the Competitors (or entities thereof) or by whatever titles known.

Parent An individual, partnership, joint venture or corporation which owns more than 50% of the voting stock of the Competitors (or entities thereof).

Exhibit A: Assignment Agreements (For Reference Only)

HONORARIUM RECIPIENT ASSIGNMENT

This Assignment (the "Assignment") is made this ___ day of _____ 2016 by [name] ("Assignor"), [an individual/a corporation/partnership/limited liability company of X state], with [a residence/a place of business] at [insert address] to The Port Authority of New York and New Jersey (the "Port Authority" or "Assignee"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States, with a place of business at 4 World Trade Center, 150 Greenwich Street, 23rd Floor, New York, New York 10007. Assignor and Assignee collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Assignor is [the sole author/owner or joint author/owner] of a Port Authority Bus Terminal ("PABT") design (hereinafter referred to as the "Work") submitted by [insert name of the submitter] to the Port Authority on [insert date of submission] in response to the Port Authority's PABT Design Competition of March 2016; and

WHEREAS, Assignor wishes to assign all its right, title and interest in and to the Work, including, but not limited to all copyrights existing therein, to the Port Authority and the Port Authority wishes to receive an assignment of the foregoing.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Assignor hereby agrees as follows:

ARTICLE I: ASSIGNMENT, WAIVER OF RIGHTS AND FUTURE ASSISTANCE

- 1.1 **Assignment.** Assignor hereby irrevocably sells, assigns and transfers to the Assignee Assignor's entire right, title and legal and equitable interests in and to the Work, including all patents, trademarks, copyrights and other proprietary rights (collectively "Intellectual Property Rights") therein, and any royalties or revenues arising therefrom, including without limitation all worldwide rights, rights to sublicense such rights, rights to use, reproduce, distribute, display, create derivative works from and otherwise exploit the Work as of the date of its creation in all media now known or hereafter developed, and the creation, promotion, distribution and sale of all commercial products based on or using the Work, and all documents and information in support thereof and together with all rights to sue and recover for any past infringements of any Intellectual Property Rights in and to the Work, the same to be held and enjoyed by Assignee for its own use and behalf and for its successors and assigns.
- 1.2 **Waiver of Rights.** Assignor hereby renounces and waives any and all rights it may have to limit the use, distribution, publication, reproduction, display, making of derivatives of the Work, modification, licensing or sale of the subject matter of the Intellectual Property Rights in and to the Work by Assignee or its licensees, successors, or assign, or to receive any compensation whatsoever by reason of any exercise of any of the aforementioned rights by Assignee or its licensees, successors or assigns. Furthermore, Assignor hereby waives all rights generally known as "moral rights" in the Work to the extent they can be waived under any existing or future law of any jurisdiction.
- 1.3 **Future Assistance.** Assignee may register the Work for copyright or other Intellectual Property Rights protection in the name of Assignee in the United States and any other countries as Assignee deems appropriate. Assignor agrees that, on request and without further consideration (but at the expense of the Assignee), the Assignor will communicate to the Assignee, or its representatives, all facts known to it respecting the rights in the Work transferred to Assignee herein, testify in any legal proceedings, sign all lawful papers, execute all applications, make all rightful oaths to aid Assignee in perfecting Assignee's interest in and to the Work, to obtain and enforce proper protection for Intellectual Property Rights in the United States and all countries foreign thereto, and to vest the entire right, title and interest in and to the Work and all associated documentation in the Assignee. If Assignor fails or refuses to provide Assignee with assistance required under this section 1.3, then Assignor hereby appoints Assignee as the Assignor's attorney-in-fact to execute all documents for registering the Intellectual Property Rights in the Work and recording the same as evidence of such rights granted to the Assignee hereunder.
- 1.4 **Assignor's Right to Use the Work.** The Assignor shall have the right to use one or more, but not a substantial number in any single project, individual design elements expressed in the Work in other projects so long as such design elements taken as whole do not duplicate or otherwise present a strikingly similar likeness of the Port Authority Bus Terminal as expressed in the Work.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 2.1 ***Representations and Warranties.*** Assignor hereby represents and warrants to Assignee that:
- 2.1.1 If Assignor is sole author or owner of the Work, Assignor exclusively owns or has the exclusive rights to all right, title and interest in the Work. If Assignor is a joint author or owner of the Work, Assignor jointly owns or has joint rights, title and interest in the Work and shall cause all joint authors or owners to execute this Assignment.
 - 2.1.2 All copyrights in and to the Work are valid and subsisting copyrights.
 - 2.1.3 Assignor has the full power and authority to enter into this Assignment and perform its obligations hereunder, and to grant the rights hereunder, and Assignor has not previously assigned transferred or otherwise encumbered the same.
 - 2.1.4 Assignor has obtained or will obtain from Assignor's subconsultants, subcontractors, employees and any other third parties who have contributed to the Work, including, copyrightable material or other Intellectual Property Rights, all assignments of rights in and to the Work to vest in the Assignee the exclusive, irrevocable, royalty-free, worldwide, transferable and perpetual rights as described in Article I to incorporate and use such third party material in the Work.
 - 2.1.5 Notwithstanding subsection 2.1.4 above, no third party has any Intellectual Property Rights in and to the Work.
 - 2.1.6 The Work is original and does not violate or infringe any Intellectual Property Rights of a third party. Assignee shall promptly notify the Assignee if any such third party claim is made against the Assignor regarding the Work.
 - 2.1.7 There are no pending claims, lawsuits or other proceedings concerning any aspect of the Work, including any actions for infringement or violation of Intellectual Property Rights and that the Work has not been published in such a way as to lose any of its copyright protection.

ARTICLE III: MISCELLANEOUS

- 3.1 This Assignment does not constitute and shall not be construed as constitution of a partnership or joint venture between Assignor and Assignee. Assignor shall have no right to obligate or bind Assignee in any manner whatsoever and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. This Assignment shall bind and inure to the benefit of the Parties, their successors, heirs and assigns.
- 3.2 This Assignment shall be construed in accordance with the laws of the State of New York of the United States of America without regard to its conflicts of laws provisions. Assignor hereby irrevocably submits to the original jurisdiction of those State or Federal courts located within the City of New York, State of New York, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Assignment. Assignor agrees that service of process on the Assignor will be made in accordance with the applicable court rules in the State of New York.
- 3.3 No waiver, modification or cancellation of any term or condition of this Assignment shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any acts other than those specifically referred to therein.

If any term or provision of this Assignment is held to be invalid or unenforceable by any court of competent jurisdiction or any other authority vested with jurisdiction, such holding shall not affect the validity or enforceability of any other term or provision hereto and this Assignment shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein. Headings of paragraphs herein are for convenience only and are without substantive significance.

- 3.4 Neither the Commissioners of Assignee, nor any officer, agent or employee thereof, shall be charged personally by Assignor with any liability, or held personally responsible to Assignor under any term or provision of this Assignment, or because of its execution or attempted execution, or because of any breach, or attempted breach, thereof.
- 3.5 This Assignment constitutes the entire agreement between Assignor and Assignee and supersedes any and all prior agreements, understandings, representations or promises, whether oral or written, relating to the subject matter hereof. This Assignment may not be modified or altered except by written instrument executed by a duly authorized representative of each party.
- 3.6 By executing this Assignment, Assignor represents that it has the authority to enter into this Assignment and the signature of each person signing on behalf of Assignor has been made with complete and full authority to commit Assignor to all terms and conditions of this Assignment, including each and every representation and certification contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

[signature page follows]

IN WITNESS WHEREOF, Assignor has hereunto set its hands and seals as of the day and year first above written.

ASSIGNOR:

[INSERT ASSIGNOR NAME]

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

: ss

COUNTY OF _____)

On the _____ day of _____, 2016, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____, the entity described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Notarial signature and stamp)

OTHER FINALISTS ASSIGNMENT

This Assignment (the "Assignment") is made this ___ day of _____ 2016 by [name] ("Assignor"), [an individual/a corporation/partnership/limited liability company of X state], with [a residence/a place of business] at [insert address] to The Port Authority of New York and New Jersey (the "Port Authority" or "Assignee"), a body corporate and politic created by Compact between the States of New York and New Jersey with the consent of the Congress of the United States, with a place of business at 4 World Trade Center, 150 Greenwich Street, 23rd Floor, New York, New York 10007. Assignor and Assignee collectively referred to herein as the "Parties."

WITNESSETH:

WHEREAS, Assignor is [the sole author/owner or joint author/owner] of a Port Authority Bus Terminal ("PABT") design (hereinafter referred to as the "Work") submitted by [insert name of the submitter] to the Port Authority on [insert date of submission] in response to the Port Authority's PABT Design Competition of March 2016; and

WHEREAS, Assignor wishes to assign all its right, title and interest in and to the Work, including, but not limited to all copyrights existing therein, to the Port Authority and the Port Authority wishes to receive an assignment of the foregoing.

NOW THEREFORE, in consideration of the promises and covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Assignor hereby agrees as follows:

ARTICLE I: ASSIGNMENT, WAIVER OF RIGHTS AND FUTURE ASSISTANCE

- 1.1 **Assignment.** Assignor hereby irrevocably sells, assigns and transfers to the Assignee Assignor's entire right, title and legal and equitable interests in and to the Work, including all patents, trademarks, copyrights and other proprietary rights (collectively "Intellectual Property Rights") therein, and any royalties or revenues arising therefrom, including without limitation all worldwide rights, rights to sublicense such rights, rights to use, reproduce, distribute, display, create derivative works from and otherwise exploit the Work as of the date of its creation in all media now known or hereafter developed, and the creation, promotion, distribution and sale of all commercial products based on or using the Work, and all documents and information in support thereof and together with all rights to sue and recover for any past infringements of any Intellectual Property Rights in and to the Work, the same to be held and enjoyed by Assignee for its own use and behalf and for its successors and assigns.
- 1.2 **Waiver of Rights.** Assignor hereby renounces and waives any and all rights it may have to limit the use, distribution, publication, reproduction, display, making of derivatives of the Work, modification, licensing or sale of the subject matter of the Intellectual Property Rights in and to the Work by Assignee or its licensees, successors, or assign, or to receive any compensation whatsoever by reason of any exercise of any of the aforementioned rights by Assignee or its licensees, successors or assigns. Furthermore, Assignor hereby waives all rights generally known as "moral rights" in the Work to the extent they can be waived under any existing or future law of any jurisdiction.
- 1.3 **Future Assistance.** Assignee may register the Work for copyright or other Intellectual Property Rights protection in the name of Assignee in the United States and any other countries as Assignee deems appropriate. Assignor agrees that, on request and without further consideration (but at the expense of the Assignee), the Assignor will communicate to the Assignee, or its representatives, all facts known to it respecting the rights in the Work transferred to Assignee herein, testify in any legal proceedings, sign all lawful papers, execute all applications, make all rightful oaths to aid Assignee in perfecting Assignee's interest in and to the Work, to obtain and enforce proper protection for Intellectual Property Rights in the United States and all countries foreign thereto, and to vest the entire right, title and interest in and to the Work and all associated documentation in the Assignee. If Assignor fails or refuses to provide Assignee with assistance required under this section 1.3, then Assignor hereby appoints Assignee as the Assignor's attorney-in-fact to execute all documents for registering the Intellectual Property Rights in the Work and recording the same as evidence of such rights granted to the Assignee hereunder.

ARTICLE II: REPRESENTATIONS, WARRANTIES AND INDEMNIFICATION

- 2.1 ***Representations and Warranties.*** Assignor hereby represents and warrants to Assignee that:
- 2.1.1 If Assignor is sole author or owner of the Work, Assignor exclusively owns or has the exclusive rights to all right, title and interest in the Work. If Assignor is a joint author or owner of the Work, Assignor jointly owns or has joint rights, title and interest in the Work and shall cause all joint authors or owners to execute this Assignment.
 - 2.1.2 All copyrights in and to the Work are valid and subsisting copyrights.
 - 2.1.3 Assignor has the full power and authority to enter into this Assignment and perform its obligations hereunder, and to grant the rights hereunder, and Assignor has not previously assigned transferred or otherwise encumbered the same.
 - 2.1.4 Assignor has obtained or will obtain from Assignor's subconsultants, subcontractors, employees and any other third parties who have contributed to the Work, including, copyrightable material or other Intellectual Property Rights, all assignments of rights in and to the Work to vest in the Assignee the exclusive, irrevocable, royalty-free, worldwide, transferable and perpetual rights as described in Article I to incorporate and use such third party material in the Work.
 - 2.1.5 Notwithstanding subsection 2.1.4 above, no third party has any Intellectual Property Rights in and to the Work.
 - 2.1.6 The Work is original and does not violate or infringe any Intellectual Property Rights of a third party. Assignee shall promptly notify the Assignee if any such third party claim is made against the Assignor regarding the Work.
 - 2.1.7 There are no pending claims, lawsuits or other proceedings concerning any aspect of the Work, including any actions for infringement or violation of Intellectual Property Rights and that the Work has not been published in such a way as to lose any of its copyright protection.
- 2.2 ***Indemnification.*** Assignor shall defend, indemnify and save the Assignee and its officers, commissioners, directors, employees and agents harmless from all claims, expenses and damages incurred from a claim or claims arising out of Assignor's breach of the representations and warranties made in section 2.1 above. Assignor, if requested by Assignee, shall conduct all negotiations with respect to and defend such claims.

ARTICLE III: MISCELLANEOUS

- 3.1 This Assignment does not constitute and shall not be construed as constitution of a partnership or joint venture between Assignor and Assignee. Assignor shall have no right to obligate or bind Assignee in any manner whatsoever and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons. This Assignment shall bind and inure to the benefit of the Parties, their successors, heirs and assigns.
- 3.2 This Assignment shall be construed in accordance with the laws of the State of New York of the United States of America without regard to its conflicts of laws provisions. Assignor hereby irrevocably submits to the original jurisdiction of those State or Federal courts

located within the City of New York, State of New York, with regard to any controversy arising out of, relating to, or in any way concerning the execution or performance of this Assignment. Assignor agrees that service of process on the Assignor will be made in accordance with the applicable court rules in the State of New York.

- 3.3 No waiver, modification or cancellation of any term or condition of this Assignment shall be effective unless executed in writing by the party charged therewith. No written waiver shall excuse the performance of any acts other than those specifically referred to therein. If any term or provision of this Assignment is held to be invalid or unenforceable by any court of competent jurisdiction or any other authority vested with jurisdiction, such holding shall not affect the validity or enforceability of any other term or provision hereto and this Assignment shall be interpreted and construed as if such term or provision, to the extent the same shall have been held to be invalid, illegal or unenforceable, had never been contained herein. Headings of paragraphs herein are for convenience only and are without substantive significance.
- 3.4 Neither the Commissioners of Assignee, nor any officer, agent or employee thereof, shall be charged personally by Assignor with any liability, or held personally responsible to Assignor under any term or provision of this Assignment, or because of its execution or attempted execution, or because of any breach, or attempted breach, thereof.
- 3.5 This Assignment constitutes the entire agreement between Assignor and Assignee and supersedes any and all prior agreements, understandings, representations or promises, whether oral or written, relating to the subject matter hereof. This Assignment may not be modified or altered except by written instrument executed by a duly authorized representative of each party.
- 3.6 By executing this Assignment, Assignor represents that it has the authority to enter into this Assignment and the signature of each person signing on behalf of Assignor has been made with complete and full authority to commit Assignor to all terms and conditions of this Assignment, including each and every representation and certification contained herein, attached hereto, and collectively incorporated by reference herein, or as may be required by the terms and conditions hereof.

[signature page follows]

IN WITNESS WHEREOF, Assignor has hereunto set its hands and seals as of the day and year first above written.

ASSIGNOR:

[INSERT ASSIGNOR NAME]

By: _____

Name: _____

Title: _____

Date: _____

STATE OF _____)

: ss

COUNTY OF _____)

On the _____ day of _____, 2016, before me personally came _____ to me known, who, being by me duly sworn, did depose and say that he/she resides at _____, that he/she is the _____ of _____, the entity described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

(Notarial signature and stamp)

THE PORT AUTHORITY OF NY & NJ

4 World Trade Center
150 Greenwich Street
New York, NY 10007