

PSU – TOYOTA ELECTRIC VEHICLE PROGRAM POLICY

JULY 2010

Purpose:

The University is committed to identifying, understanding, demonstrating, evaluating, and advancing a broad range of promising transportation strategies, technologies, and applications that lower the impact on the environment. Generally classified as sustainable mobility or green transport, these approaches include walking and cycling, transit-oriented development, innovative vehicles with propulsion and fuel systems with low and zero carbon emissions, and building transport systems that are fuel-efficient, space-saving, and promote healthy lifestyles. This Policy establishes guidelines for the administration of the Portland State University – Toyota Electric Vehicle Program under which Toyota Motor Sales, U.S.A., Inc. (Toyota) will license to University certain Toyota brand plug in Prius motor vehicles as described in Exhibit A of the PLUG IN PRIUS MASTER LICENSE TO USE AGREEMENT (Master License Agreement) between University and Toyota.

Policy:

Pursuant to the terms of the Master License Agreement, University will allow **Permitted Users** to drive **Vehicles**, solely for **Research Purposes**. Permitted Users must meet the **User Criteria/Requirements** and must execute a **Driver Agreement** prior to having access to and operating the **Vehicles**.

Attachments:

Master License Agreement between University and Toyota including:

- Exhibit A – Final Delivery and Acceptance Receipt
- Exhibit B – Research Purposes
- Exhibit C – User Criteria/Requirements
- Exhibit D – Driver Agreement

PSU – Toyota Electric Vehicle Program - Procedures Manual for Individual Users

Duration of Policy:

This Policy shall remain in effect for the term of the Master License Agreement between University and Toyota which is July 12, 2010 through July 31, 2011.

Definitions:

“Permitted Users” means individuals who have satisfied the criteria set forth in the Master License Agreement, including the **User Criteria/Requirements** and who have signed a **Driver Agreement**.

“Vehicles” means the Toyota brand Plug-In Prius motor vehicles listed in the **Final Delivery and Acceptance Receipt**, in the form set forth in Exhibit A to the Master License Agreement and delivered to the University by Toyota.

“Research Purposes” means the research requirements described in Exhibit B to the Master Agreement.

“User Criteria/Requirements” means the use criteria and vehicle use requirements set forth in detail in Exhibit C to the Master Agreement by which University will determine which individuals will be permitted to have access to and operate the **Vehicles** and to which the **Permitted Users’** access to and operation of **Vehicles** shall be subject.

“Driver Agreement” means the agreement between University and each **Permitted User** in the form set forth in Exhibit D to the Master License Agreement under which University will permit individuals to have access to and operate the **Vehicles**.

Directives

Designation of Officers - For purposes of implementing the provisions of this Policy, the President designates the Vice Provost for Sponsored Research. Upon elimination of the position of “Vice Provost for Sponsored Research,” the designated officer shall be the Vice President for Research and Strategic Partnerships.

Responsibility of University

Permitted User Qualification: University will follow the procedures manual attached to this Policy to ensure that all individuals who have access to and operate the **Vehicles** meet the **User Criteria/Requirements**.

Permitted User Selection: One **Vehicle** will be assigned to University for use by University drivers selected from students, faculty/staff, executive administrators, transportation specialists and/or sustainability specialists. There will be six rotation cycles from August 2010 to July 2011, for a total of six University drivers. Interested drivers will be solicited via a pdx.edu announcement 30 days before the start of each new rotation cycle. The University driver for each rotation cycle will be selected by a random drawing from interested drivers responding to the solicitation. The drawing will be conducted by the University’s Office of Research and Sponsored Projects. The selected driver must meet criteria and requirements set forth in the **User Criteria/Requirements**.

Vehicle Insurance: University will provide insurance coverage for the **Vehicles** through the State of Oregon, Department of Administrative Services, Risk Management Division. In addition, individuals seeking become **Permitted Users** and to have access to and the right to operate **Vehicles** shall be required to provide proof of insurance as part of the qualification process.

Vehicle Maintenance: University will coordinate with Toyota to ensure that **Vehicles** are kept in good working order, condition and repair, reasonable wear and tear excepted and shall deliver **Vehicles** requiring service to Toyota’s designated repair/service facility as further provided in the Master License Agreement. University will periodically wash **Vehicles** and check fluids, tire pressure, fueling and charging at University’s expense. Other requirements regarding **Vehicle** maintenance are set forth in the Master License Agreement.

Vehicle Safety Equipment: Under the terms of the **Driver Agreement**, all occupants of the **Vehicles** shall be required to wear seat belts or, as appropriate, use approved child passenger restraints.

License Plates and Registration: At the time of delivery, each **Vehicle** will be registered and titled in the State of California. Throughout the term of the Master License Agreement, University shall be responsible for any and all subsequent registration of, and obtaining license plates for **Vehicles** in the State of Oregon.

Training: Toyota will train University representatives on the use, charging and fueling of the **Vehicles**. University shall be responsible for the training of **Permitted Users**.

Payment of Costs: University shall be responsible for all costs, expenses and charges related to the Program as provided in the Master License Agreement.

Responsibilities of Permitted Users: The **Driver Agreement** which is incorporated into this Policy by reference sets out in detail the responsibilities of the **Permitted User**. Those responsibilities include, but are not limited to maintenance of a valid driver's licenses and insurance throughout the time the **Permitted Users** have possession of **Vehicles**. University will require **Permitted Users** to surrender **Vehicles** if valid driver's licenses and insurance are not maintained. **Permitted Users** are responsible for the costs incurred for gasoline and electricity throughout the time the **Vehicles** are in their possession.

Prohibited Vehicle Use: Under the terms of the **Driver Agreement**, **Permitted Users** shall be prohibited from (1) using or operating **Vehicles** in a negligent, improper or unsafe manner; (2) operating **Vehicles** in violation of any applicable law, rule or regulation; (3) operating **Vehicles** in any manner so as to void insurance coverage and (4) operating the **Vehicle** outside the State of Oregon without the prior written consent of the University. The **Permitted Users** shall also be prohibited from using **Vehicles** in any race or competitive event, for hire or as a public conveyance, to pull trailers or off established roads.

Accident/Damage Reporting: Under the terms of the **Driver Agreement**, **Permitted Users** shall be required to report to University all collisions, upsets, occurrences or accidents involving the **Vehicles** within 24 hours of occurrence. Under the terms of the Master License Agreement, University shall be required to report to Toyota all collisions, upsets, occurrences or accidents within 24 hours of receiving notice of such events from a **Permitted User**.

Remote Information; Confidentiality: Throughout the term of the Master License Agreement, Toyota will be obtaining information and data regarding the use of the **Vehicles** from the University, from **Permitted Users** and wirelessly and/or remotely, from the **Vehicles**. Such collection of information and data shall be subject to the terms of the Master License Agreement and the **Driver Agreements**.

Right to Revoke: Toyota and University shall each have the right to revoke its approval of any **Permitted User**, with or without cause, at which point such individual shall cease being a **Permitted User** and shall immediately return the **Vehicle** to the University.

Surrender of Vehicles: Upon expiration or termination of the Master License Agreement, University shall immediately surrender the **Vehicles** to Toyota at the location designated by Toyota.

ZipCar Vehicles: Toyota will be entering into a separate agreement under which two additional Vehicles will be used by ZipCar as part of the ZipCar car sharing program.