

UNITED STATES DEPARTMENT OF TRANSPORTATION (U.S. DOT)

National Highway Traffic Safety Administration (NHTSA)

**Grant Program to Support
State Judicial Outreach Liaisons
(State JOLs)**

Agency: National Highway Traffic Safety Administration

Action: Announcement of grants to expand judicial education projects in State Highway Safety Offices (SHSO) or within the Offices of State Judicial Educators (SJE) to engage the State judiciary in the education of the judiciary with regards to impaired driving and other traffic safety initiatives including the promotion of Driving while Impaired (DWI) Courts, use of ignition interlocks and current impaired driving and other traffic safety education for judges and other court personnel designed to benefit local communities.

Summary:

NHTSA plans to provide funding to SHSO's and/or SJE's to maintain and/or expand current impaired driving and other traffic safety initiatives in their communities. The grants are designed to benefit State/local community judicial education programs. Through a competitive process, NHTSA will provide assistance for up to ten (10) JOL positions in an amount not to exceed \$50,000.00 per position. The NHTSA funds will be used by the State to support a State JOL for a period of thirty (30) months. The State must contribute a 50-50 match funding and commit to the project beyond the grant agreement toward the cost for each State JOL position.

Priority will be given to States that do not already have a State JOL or equivalent. SHSOs or SJE agencies applying for funding that have currently initiated State JOL models that are consistent with the on-going American Bar Association (ABA) Judicial Outreach Liaison program between the ABA and NHTSA can apply but will be given secondary priority for a new position.

Dates: Applications must be received by 1:00 P.M. EST Friday, May 27, 2011.

Addresses: Application must be submitted to NHTSA Contract Specialist, Sheronda Jones at Sheronda.jones@dot.gov or 1200 New Jersey Avenue, S.E., Rm W53-411, Washington, DC 20590.

For Further Information Contact: General administrative questions may be directed to: Sheronda Jones at Sheronda.Jones@dot.gov or (202) 366-4843. For program issues, Brian Chodrow, Office of Traffic Injury Control, Impaired Driving Division (NTI-111), W44-236, NHTSA, 1200 New Jersey Ave. SE, Washington, DC, 20590, by phone at (202) 366-9765 or by e-mail at Brian.Chodrow@Dot.Gov.

I. Statement of Authority

The National Highway Traffic Safety Administration (also referred to as “NHTSA” or “the Government”) has the right to enter into the authority of National Traffic and Motor Vehicle Safety Act of 1966, as amended (15 U.S. C 1381, et. seq.). Section 1395 authorizes the use of contracts, grants, and cooperative agreements with States, interstate agencies and nonprofit institutions to support research, testing, development, and training.

II. Background and Purpose

A. Background

Judicial Outreach Liaisons (JOLs):

Over the past several years, NHTSA has provided assistance to improve the delivery of impaired driving and other traffic safety education to the judiciary through the use of National Judicial Fellows and Regional Judicial Outreach Liaisons (JOLs) to promote and provide judicial education about DWI Courts, ignition interlock devices and evidence based and promising court, sentencing and supervision practices regarding impaired driving and other traffic offenses.

These National Judicial Fellows and Regional JOLs are able to establish peer-to-peer relationships in the judicial community, which can help those communities to reduce crashes and crime through the promotion of proven and promising judicial practices that relate to the way in which the judiciary handles impaired driving and other traffic cases or otherwise is involved in impaired driving and other traffic safety efforts. These efforts rely on the development of relationships between the impaired driving and other traffic safety community, including SHSO’s and the judicial community to develop and/or promote nationally developed impaired driving and other traffic safety courses for the judiciary, including DWI Courts and the use of ignition interlock devices.

More recently, this JOL model has been offered in individual States, and found to be especially useful at that level. State JOLs will have the ability to establish these same sort of peer-to-peer relationships among judges that share more common issues, relating to State law, State constitutions and State court and criminal justice systems. Financial assistance is being offered to States to establish State JOL positions based on the Regional JOL model.

B. Purpose

The purpose of this grant program is to provide funding to SHSOs or SJE’s to support the creation of State Judicial Outreach Liaisons (State JOLs) in their communities. These funds are designated to benefit State/local communities.

Goals that are to be accomplished during the State JOL's term may include (but are not limited to):

1. The creation of a State Judicial Outreach Liaison position to assist the State to establish beneficial relationships between judicial entities and highway safety offices.
2. Consultation on a regular basis with National Judicial Fellows and, if applicable, Regional JOL regarding the promotion of outreach efforts and opportunities as it applies to impaired driving and other traffic safety issues.
3. Providing assistance to the State Highway Safety Offices with program planning and strategies regarding outreach to judges and the courts.
4. Participating at the request of the State in training and large group meetings, conferences, workshops, and media events focusing on impaired driving and other traffic safety issues that involve court involvement. This activity includes consulting assistance in the development of such events upon request.
5. Working with the State Highway Safety Offices to address roadblocks that hamper effective outreach to the courts and finding alternative methods to address these issues and concerns.
6. Working with the regional Law Enforcement Liaison (LEL) and Traffic Safety Resource Prosecutors (TSRP) where possible, to help identify and assist in efforts to promote, strategize, and help formulate new ideas involving the criminal justice system as it pertains to impaired driving and other traffic safety issues.
7. Develop a network of contacts with judges, judicial educators and State Drug Court Coordinators and various professional organizations to provide educational materials and information and to help support educational efforts in traffic safety, particularly as they apply to impaired driving.

III. Statement of Responsibilities

Under this agreement:

1. The Grantees will furnish a Monthly Progress Report. The Monthly Progress Reports shall include, at a minimum, a narrative description of the following items:
 - Grantee Name, Address Telephone Number and Email;
 - Grant number;
 - Funds status by major cost element, the month's obligation, cumulative obligations, and percent of cost expended to percent of project completion;
 - Problems or delays that the Grantee has experienced in the conduct of the grant;

2. Eligible Uses of Grant Funds:

A jurisdiction may use funds for:

- Funding a State Judicial Outreach Liaison;
- Funding travel for the State JOL;
- Conducting judicial education as it relates to impaired driving and other traffic safety (only with the use of a State JOL);
- Equipment, training and software to fund the activities of the State JOL; and
- Any activity involving the State JOL to enhance or expand impaired driving and other traffic safety activities for the judiciary within the jurisdiction

3. Project Manager

- The Grantee shall provide a project manager to monitor the grant and provide status reports including the Monthly Progress Report.

IV. Funding

NHTSA plans to provide funding to SHSOs or SJE's to assist in the development of new or expand existing State JOL initiatives in their States/communities. The grants are designed to benefit State/local judicial education efforts as they relate to impaired driving and other traffic safety. Through a competitive process, NHTSA will provide financial assistance for up to Ten (10) State JOL positions in an amount not to exceed \$50,000 per position. The NHTSA funds will be used by the State to support a State JOL for a period of thirty (30) months. The State must contribute a 50-50 match toward the cost for each State JOL position.

V. Period of Performance

The period of performance for this grant program shall be no more the thirty (30) months from the effective date of award.

VI. Termination

The Government may terminate this agreement in whole or in part, upon providing written notification to the Grantee, if the Contracting Officer determines that a termination is in the Government's best interest or the Grantee defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Grantee may terminate this agreement by providing NHTSA with a 60 day advance written notice. The Grantee must deliver acceptable reports on work accomplished as part of any such termination process.

VII. Eligibility Requirements

The purpose of this grant program is to provide funding to SHSOs or SJs to create State Judicial Outreach Liaisons (State JOLs) in their communities. These funds are designated to benefit State/local communities. Through a competitive process, NHTSA will provide assistance for up to ten (10) JOL positions in an amount not to exceed \$50,000.00 per position. NHTSA funds will be used by the State to support a State JOL for a period of two years. To maintain this program the State must contribute an equivalent match toward the cost for each State JOL position and their intention to maintain this effort past the thirty (30) months period of the NHTSA funds.

Priority will be given to States that do not already have a State JOL or equivalent. SHSOs or SJs agencies applying for funding that have currently initiated State JOL models that are consistent with the on-going American Bar Association (ABA) Judicial Outreach Liaison program between the ABA and NHTSA can apply but will be given secondary priority for a new position.

All SHSOs and SJs within the United States are eligible to receive funding. Priority will be given to States that do not already have a State JOL or equivalent. To apply, agencies/organizations must submit 1) a certification; 2) a detailed analysis/work plan; 3) assurances regarding reporting; and 4) demonstration of matching funds or commitment to support this program beyond the life of this agreement.

The NHTSA funds will be used by the State to support a State JOL for a period of two years. The State must contribute a 50-50 match toward the cost for each State JOL position.

These grant funds are intended to focus on the use of a State JOL who can assist the SHSO and the judiciary in addressing impaired driving and other traffic safety issues through the promotion of DWI Courts and ignition interlock devices and court, sentencing and supervision practices, and judicial education regarding impaired driving and other traffic safety issues. States/agencies must also submit an assurance that they will comply with the reporting requirements of this program, as well as any subsequent guidelines and regulations.

The duties of the State Judicial Outreach Liaison (JOL) can include being a teacher, writer, community outreach activist, consultant, liaison, reporter and spokesperson. The State JOL will work closely with the ABA/NHTSA Judicial Fellows to accomplish goals as defined by NHTSA and, if applicable, the Regional JOL. The State JOL will also provide monthly reports detailing the activities performed to meeting goals and other assigned duties.

Goals that are to be accomplished during the State JOL's term may include (but are not limited to):

- Create a State Judicial Outreach Liaison position.

- Working closely with the Judicial Fellows and, if applicable, the Regional JOL to develop a work plan.
- Consult regularly with Judicial Fellows and, if applicable, Regional JOL regarding outreach efforts and opportunities.
- Assisting the State highway safety offices with program planning and strategies regarding outreach to judges and the courts.
- Participating at the request of the State in training and large group meetings, conferences, workshops, and media events focusing on impaired driving and other traffic safety issues that involve court involvement. This activity includes consulting assistance in the development of such events upon request.
- Working with the NHTSA regional offices to address roadblocks that hamper effective outreach to the courts and finding alternative methods to address these issues and concerns.
- Work with the regional Law Enforcement Liaison (LEL) and Traffic Safety Resource Prosecutors (TSRP) where possible, help identify and assist in efforts to promote, strategize, and help formulate new ideas involving the criminal justice system.
- Develop network of contacts with judges and judicial educators within the State and various professional organizations to provide educational materials and information and to help support educational efforts in traffic safety, particularly as they apply to impaired driving.

VIII. Reporting Requirements:

Grantees must furnish one electronic copy of a Monthly Progress Report, 30 days after award and every 30 days thereafter until the end of the period of performance.

Monthly Progress Reports shall include, at a minimum, a narrative description of the following items:

- Grantee name, address telephone number and e mail address;
- Grant number;
- Funds status by major cost element, the month's obligation, cumulative obligations, and percent of cost expended to percent of project completion;
- Preliminary and interim results, conclusions, trends, or other items of information that may be of interest to NHTSA;
- Problems or delays that the Grantee has experienced in the conduct of the grant;

Eligible Uses of Grant Funds:

A jurisdiction may use funds for:

- Funding a State Judicial Outreach Liaison;
- Funding travel for the State JOL;

- Conducting judicial education as it relates to impaired driving and other traffic safety (only with the use of a State JOL);
- Equipment, training and software to fund the activities of the State JOL; and
- Any activity involving the State JOL to enhance or expand impaired driving and other traffic safety activities for the judiciary within the jurisdiction

Award Notification:

NHTSA will review the information referenced in each agency/organizations Certification for compliance with eligible uses for funds and notify qualifying agencies in writing of Grant awards.

IX. Application Procedures

To apply for grant funds, a SHSO or SJE must submit a certification required by Appendix 1 signed by the appropriate authority of the agency, and include a narrative statement and budget detailing its current program, how it intends to develop its State JOL efforts, and a detailed budget for use of the grant funds.

The application must include a reference to NHTSA Grant solicitation Number **DTNH22-11-R-00480**. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this request are not desired. Only complete application packages received on or prior to the established due date and time will be considered.

Programs with multiple partners must submit a single application. Only one award will be made per eligible State.

Important – The application shall be considered the project’s Proposed Work Plan and should be prepared with sufficient detail for NHTSA to fully understand the applicant’s proposed approach to meet project objectives and general and specific requirements.

If not using the Grants.gov “Apply” function:

The applicant shall submit two CD-ROMs (formatted as Microsoft “Word,” “Excel,” or PDF documents) of its application to the following address by no later than 1:00 PM EDT, **Friday, May, 27, 2011.**

Sheronda Jones
US Department of Transportation
National Highway Traffic Safety Administration
Office of Acquisition Management (NPO-320)
1200 New Jersey Avenue, S.E., W53-411
Washington, DC 20590

Important: The timely submission of application packages is the ***sole responsibility of the applicant.*** All prospective applicants are cautioned that, due to increased security

concerns, documents transmitted via US Postal Service (USPS) can be delayed. NHTSA therefore recommends that when transmitting CD-ROM applications, methods other than USPS be used.

X. Application Package

A. Budget Information

The cost proposal shall include the following information:

1. One original hardcopy of Office of Management and Budget (OMB) Standard Form (SF) 424 (Rev. 9-2003, including 424A and 424B), *Application for Federal Assistance*, with the required information filled in and certified assurances signed. These forms are available at www.whitehouse.gov/OMB/grants/index.html.
2. A detailed budget for the 30 month period of performance.

Each applicant shall clearly and thoroughly set forth its proposed costs by submitting a spreadsheet or spreadsheets, (along with any appropriate subsidiary schedules and attachments), in its application. Spreadsheets shall be submitted in either Excel or PDF format. The applicant's cost proposal shall cover not only the costs proposed within the prime recipient's organization, but also the costs proposed to be incurred by every lower-tier organization serving under the prime recipient (e.g., sub-recipients, consultants, subcontractors, and partners).

B. TECHNICAL INFORMATION

The technical application shall include the following information (***and be separated from the cost proposal – no cost information shall be included or referenced in the technical proposal***):

1. A narrative statement that clearly identifies how applicant agency/organization intends to implement the State JOL. The plan must include, at a minimum, an analysis of current and on-going judicial education programs as they relate to impaired driving and other traffic safety within the applicant's jurisdiction. The analysis should include a complete agenda concerning any and all efforts related to judicial education for impaired driving and other traffic safety, including in-state and out-of-state funded efforts, e.g. DWI Court training, use of ignition interlocks, National Judicial College on-site or in-state education, ABA impaired driving and other traffic safety education, etc. The plan will also explain, in some detail, how the jurisdiction proposes to spend grant funds over a two year period of time.

These grant funds are intended to focus on the use of a State JOL who can assist the SHSO and the judiciary in addressing impaired driving and other traffic safety

issues through the promotion of DWI Courts and ignition interlock devices and court, sentencing and supervision practices, and judicial education regarding impaired driving and other traffic safety issues. The plan should include the jurisdiction's work plan for utilizing the State JOL by identifying potential problem areas and anticipated activities involving the State JOL. States/agencies must also submit an assurance that they will comply with the reporting requirements of this program, as well as any subsequent guidelines and regulations.

The duties of the State Judicial Outreach Liaison (JOL) can include being a teacher, writer, community outreach activist, consultant, liaison, reporter and spokesperson.

Goals that are to be accomplished during the State JOL's term may include (but are not limited to):

- Creation of a State Judicial Outreach Liaison position.
 - Working closely with the Judicial Fellows and, if applicable, the Regional JOL to develop a work plan.
 - Consulting regularly with Judicial Fellows and, if applicable, Regional JOL regarding outreach efforts and opportunities.
 - Assisting the State highway safety offices with program planning and strategies regarding outreach to judges and the courts.
 - Participating at the request of the State in training and large group meetings, conferences, workshops, and media events focusing on impaired driving and other traffic safety issues that involve court involvement. This activity includes consulting assistance in the development of such events upon request.
 - Working with the NHTSA regional offices to address roadblocks that hamper effective outreach to the courts and finding alternative methods to address these issues and concerns.
 - Work with the regional Law Enforcement Liaison (LEL) and Traffic Safety Resource Prosecutors (TSRP) where possible, help identify and assist in efforts to promote, strategize, and help formulate new ideas involving the criminal justice system.
 - Develop network of contacts with judges and judicial educators within the State and various professional organizations to provide educational materials and information and to help support educational efforts in traffic safety, particularly as they apply to impaired driving.
2. Sufficient background information to show how the applicant using a State JOL intends to promote impaired driving and other traffic safety to the judiciary over the grant period including noting: the complexity of impaired driving cases; the fact that new judges frequently handle these cases; the high turnover rate among many of these judges, the fact that many judges who handle these cases do not

have legal degrees; the underfunding and scarce availability of education in many States for the judiciary; the need to keep judges up to date on the most recent information about evidence-based and promising court sentencing and supervision practices, including emerging technology that is available.

3. How the applicant intends to use grant funds to develop and sustain a State JOL noting how the State will provide in-kind funding and establishes a mechanism to continue funding the position for at least 30 months.
4. The personnel and organizational qualifications to effectively meet the goals of this grant including past experience with grants of this nature and the promotion of judicial education to all tiers of the State's judicial community, especially those judges who hear impaired driving cases.

XI. Application Review Process and Evaluation Factors

Each application will be reviewed initially to confirm that the applicant is an eligible candidate (as described under Article VII, Eligibility Requirements) and has included all of the items specified in the Application Package (Article XI) section of this announcement. The NHTSA Evaluation Committee will evaluate applications submitted by eligible candidates. NHTSA anticipates that awards will be made in September 2011.

A. TECHNICAL EVALUATION FACTORS

The NHTSA Evaluation Committee will evaluate each application using the following criteria:

Factor	Weight
Factor 1. Current Judicial Education Efforts	30 Percent
Factor 2. Strategy to Develop or Expand the State JOL program	45 Percent
Factor 3. Technical Approach/Project Description	15 Percent
Factor 4. Personnel Qualifications/Organization	10 Percent

XII. General Provisions

The NHTSA General Provisions for Assistance Agreements, dated 7/95, or provided in Attachment 1, shall be applicable to this cooperative agreement.

Appendix 1: SPECIAL PROVISIONS

A. 1252.223-73 SEAT BELT USE POLICIES AND PROGRAMS (APR 2005)

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the contract is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the *Click It or Ticket* section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS) a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045- or visit its website at www.trafficsafety.org.

B. PROTECTION OF HUMAN SUBJECTS

The grantee shall comply fully with 49 C.F.R. Part 11, DOT's regulation governing Protection of Human Subjects, and with NHTSA Order 700-5, which sets forth the Agency's policies and procedures for the protection of human subjects participating in research supported directly or indirectly by NHTSA, including through contracts, grants and cooperative agreements.

C. CONFLICT OF INTEREST

It is U.S. DOT policy to award Cooperative Agreements only to those Applicants whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by U.S. DOT, or in organizations whose interests may be substantially affected by Departmental activities and which is related to work specified in this Cooperative Agreement Announcement. Based on this policy, if, after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement that could reasonably have been known prior to the award, an immediate and full disclosure shall be made in writing to the Contracting Officer. The disclosure shall include a full description of the conflict along with a description of the action the recipient has taken, or proposes to take, to avoid or mitigate such conflict.

- (a) The Applicant shall provide a statement in its proposal which describes in a concise manner all past, present or planned organizational, financial, contractual or other interest(s) with an organization regulated by U.S. DOT, or with an organization whose interests may be affected substantially by Departmental activities, and which is related to the work under this Cooperative Agreement Announcement. The interest(s) described shall include those of the Applicant, its affiliates, proposed consultants,

proposed subcontractors and key personnel of any of the above. Past interest shall be limited to within one year of the date of the Applicant's technical proposal. Key personnel shall include any person owning more than 20% interest in the Applicant, and the Applicant's corporate officers, its senior managers and any employee who is responsible for making a decision or taking an action under this Cooperative Agreement where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

(b) The Applicant shall describe in detail why it believes, in light of the interest(s) identified in (a) above, that performance of the proposed contract can be accomplished in an impartial and objective manner.

(c) In the absence of any relevant interest identified in (a) above, the Applicant shall submit in its proposal a statement certifying that to its best knowledge and belief no affiliation exists relevant to possible conflicts of interest. The Applicant must obtain the same information from potential subcontractors prior to award of a subcontract under the resultant Cooperative Agreement.

(d) The NHTSA Contracting Officer will review the statement submitted and may require additional relevant information from the Applicant. All such information, and any other relevant information known to U.S. DOT, will be used to determine whether an award to the Applicant may create a conflict of interest. If any such conflict of interest is found to exist, the NHTSA Contracting Officer may (1) disqualify the Applicant, or (2) determine that it is otherwise in the best interest of the agency to contract with the Applicant and include appropriate provisions to mitigate or avoid such conflict in the Cooperative Agreement awarded.

(e) The refusal to provide the disclosure or representation, or any additional information required, may result in disqualification of the Applicant for award. If nondisclosure or misrepresentation is discovered after award, the resulting Cooperative Agreement may be terminated. If after award, the Grantee discovers a conflict of interest with respect to the Cooperative Agreement awarded as a result of this Cooperative Agreement Announcement, which could not reasonably have been known prior to award, an immediate and full disclosure shall be made in writing to the NHTSA Contracting Officer. The disclosure shall include a full description of the conflict, a description of the action the Grantee has taken, or proposes to take, to avoid, or mitigate such conflict. The NHTSA Contracting Officer may, however, terminate the Cooperative Agreement for convenience if he or she deems that termination is in the best interest of the Government.

D. DISPUTES

The parties to this agreement shall communicate with one another in good faith and in a timely and cooperative manner when raising issues under this Disputes provision. Any dispute, which for the purposes of this provision includes any disagreement or claim, between NHTSA and the Grantee concerning questions of fact or law arising from or in

connection with this agreement and whether or not involving alleged breach of this agreement, may be raised only under this Disputes provision.

Whenever a dispute arises, the parties shall attempt to resolve the issues involved by discussion and mutual agreement as soon as practical. In no event shall a dispute that arose more than three months prior to the notification made under the following paragraph of this provision constitute the basis for relief under this article unless NHTSA waives this requirement.

Failing resolution by mutual agreement, the aggrieved party shall document the dispute by notifying the other party in writing of the relevant facts, identify unresolved issues, and specify the clarification or remedy sought. Within five working days after providing written notice to the other party, the aggrieved party may, in writing, request a decision from the Contracting Officer. The other party shall submit a written position on the matters in dispute within thirty calendar days after being notified that a decision has been requested. The Contracting Officer shall conduct a review of the matters in dispute and render a decision in writing within thirty calendar days of receipt of such written position. Any decision of the Contracting Officer is final and binding unless a party shall, within thirty calendar days, request further review as provided below.

The dispute shall be further reviewed, upon the Grantee's written request to the NHTSA, Director, Office of Acquisition Management, or Designee, made within 30 calendar days after the Contracting Officer's written decision, or upon unavailability of a decision within the stated time frame under the preceding paragraph. The NHTSA, Director, Office of Acquisition Management, or Designee, shall conduct this review. Following the review, the NHTSA, Director, Office of Acquisition Management, or Designee, will resolve the issues and notify the parties in writing. Such resolution is not subject to further administrative review and, to the extent permitted by law, shall be administratively final and binding. Nothing in this Agreement is intended to prevent the parties from pursuing disputes in a United States Court of competent jurisdiction.

E. TERMINATION

The Government may terminate this agreement in whole or in part, upon providing written notification to the Grantee, if the Contracting Officer determines that a termination is in the Government's best interest or the Grantee defaults in performing the work and fails to cure the default within the time specified in writing by the Contracting Officer. The Grantee may terminate this agreement by providing NHTSA with a 60 day advance written notice. The Grantee must deliver acceptable reports on work accomplished as part of any such termination process.

Appendix 2: Grant Program to Support State JOL

Jurisdiction: _____

I hereby certify that Jurisdiction: _____

1. Intends to actively develop a State Judicial Outreach Liaison;
2. Uses the terms – “State Judicial Outreach Liaison” and “State JOL” to describe the program in internal and external communications.
3. Is actively conducting judicial education as it relates to impaired driving and other traffic safety, including promoting DWI Courts, the use of ignition interlock devices and both internal and external impaired driving and other traffic safety courses for the judiciary.
4. If awarded a grant, the applicant will administer the funds in accordance with 49 CFR Part 18.

Signature: _____

[Title:]

Date: _____

NATIONAL HIGHWAY TRAFFIC SAFETY ADMINISTRATION

GENERAL PROVISIONS FOR ASSISTANCE AGREEMENTS

This assistance agreement shall be subject, as applicable, to the administrative requirements contained in the following documents or regulations which are hereby incorporated by reference, with the same force and effect as if they were given in full text:

49 CFR Part 18 - Department of Transportation Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.

49 CFR Part 19 - Department of Transportation Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations, and, for purposes of this agreement, with commercial organizations, except as otherwise provided elsewhere in these terms and conditions.

49 CFR Part 20 - Department of Transportation New Restrictions on Lobbying.

49 CFR Part 29 - Department of Transportation Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants).

In addition, the following provisions are applicable to this agreement which provides Federal financial assistance authorized by statute.

1. Definitions
2. Allowable Costs
3. Audit Requirements
4. Standard Patent Rights
5. Data Collection
6. Protection of Individual Privacy
7. Rights in Data
8. Restrictions on Printing
9. Other Administrative Provisions and Assurances
10. Order of Precedence

DATE: 7/95

1. **DEFINITIONS.** Throughout this assistance agreement, the following terms shall have the meanings set forth below:

- a. The term "Secretary" means the Secretary of the Department of Transportation or his duly authorized designee.
- b. The term "Department" means the Department of Transportation (DOT).
- c. The term "Agency" means the National Highway Traffic Safety Administration (NHTSA).
- d. The term "Contracting Officer" or "CO" means any person authorized to execute the agreement on behalf of the NHTSA.
- e. The term "Contracting Officer's Technical Representative" or "COTR" means the CO's authorized representative responsible for the programmatic/technical administration of the agreement, the evaluation of performance under the agreement, the acceptance of technical reports, and for other specific responsibilities as may be stipulated in various provisions of the agreement.
- f. The term "Grantee" means the recipient of the award of the assistance agreement, whether a grant or cooperative agreement, and includes the following:
 - (1) States, local governments or Federally-recognized Indian tribal governments as defined in 49 CFR Part 18.
 - (2) Nonprofit organizations including public and private institutions of higher education, public and private hospitals, and other quasi-public and private nonprofit organizations as further described in 49 CFR Part 19.
 - (3) Commercial organizations including small and large businesses organized for profit; organizations which are not otherwise included among those specified in 49 CFR Part 18 or 49 CFR Part 19; or international organizations.
- g. The term "Third-Party Contract" means any legal instrument entered into between the grantee and a third party, or any lower tier, for the performance of a portion of the effort provided for under this assistance agreement and includes contracts, grants, and cooperative agreements.
- h. The term "Third-Party Contractor" means the recipient of a "Third-Party Contract."
- i. The acronym "OMB" means the Office of Management and Budget.
- j. The acronym "FAR" means Federal Acquisition Regulation.

2. **ALLOWABLE COSTS.**

- a. Payments up to the amount specified in the assistance agreement shall be made only for costs determined by the CO to be allowable, allocable and reasonable in performing the effort under the agreement in accordance with its terms and with the following cost principles:
 - (1) OMB Circular A-21 (applicable to educational institutions).
 - (2) OMB Circular A-87 (applicable to State and local governments and Federally-recognized Indian tribal governments).
 - (3) OMB Circular A-122 (applicable to non-profit organizations).
 - (4) FAR 31.2 (applicable to all other organizations).
- b. During performance of this assistance agreement, certain direct cost expenditures, not itemized in the approved budget, may become necessary. In order to avoid subsequent disallowances, or dispute based on unreasonableness or unallocability, written agreement in advance of the incurrence of such costs is appropriate. In addition, selected cost principles contain a number of items of cost for which prior approval is required. Direct cost expenditures requiring such written notification from the CO include, but are not limited to, the following:
 - (1) Purchase or rental of any item of general purpose equipment having a useful life of more than two years and an acquisition cost of \$500 or more; and all items of office and automatic data processing equipment, regardless of cost, if not itemized in the approved budget.

- (2) Purchase or rental of any item of special purpose equipment having a unit cost of \$1,000 or more if not itemized in the approved budget.
 - (3) Personnel movement of a special or mass nature not itemized in the approved budget.
 - (4) Foreign travel (each separate trip) not itemized in the approved budget.
 - (5) Domestic travel when not included in the approved budget or when the cumulative travel expenditures will exceed the approved travel budget by \$500 or 25%, whichever is greater.
 - (6) Consultant and professional services not itemized in the approved budget.
 - (7) Subcontracts not identified in the approved budget, except those for incidental supplies, materials, and general support services.
 - (8) Purchase or lease of any interest in real property, or improvements in real property not itemized in the approved budget.
- c. NHTSA may provide in advance for costs to be incurred or reimburse costs accrued by the grantee up to the maximum amount of the federal assistance payable for the period of performance. However, payment of such costs, whether in advance or by reimbursement, shall not constitute a final determination by NHTSA of the allowability of such costs and shall not constitute a waiver of any violation of the terms of the assistance agreement committed by the grantee. NHTSA shall make a final determination as to the allowability only after the final audit is completed, if required, or at the time of final payment.
- d. NHTSA shall not be obligated to reimburse the grantee for outlays (costs) in excess of the Federally-funded amount of the assistance agreement unless and until the CO executes a modification which increases the Federally-funded amount. The Federally-funded amount is the amount actually obligated under the agreement which may be less than or equal to the budgeted Federal share of the agreement.

3. AUDIT REQUIREMENTS.

- a. If this assistance agreement is with an institution of higher education, hospital or other nonprofit organization, the grantee shall conduct audits in accordance with the provisions of OMB Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations."
- b. If this assistance agreement is with a State or local government or Federally-recognized Indian tribal government, the grantee shall obtain audits in accordance with the Single Audit Act of 1984 (31 U.S.C. 7501-7), as provided in 49 CFR Part 18.26.
- c. If this assistance agreement is with a commercial organization, the following conditions shall be applicable:
 - (1) Examination of costs - The grantee shall maintain--and the CO or representatives of the CO shall have the right to examine and audit--books, records, documents, and other evidence and accounting procedures and practices, regardless of form (e.g., machine readable media such as disk, tape, etc.) or type (e.g., data bases, applications software, data base management software, utilities, etc.), sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred in performing this agreement. This right of examination shall include inspection at all reasonable times of the grantee's facilities, or parts of them, engaged in performing the agreement.
 - (2) Reports - If the grantee is required to furnish cost, funding, or performance reports, the CO or representatives of the CO shall have the right to examine and audit books, records or other documents, and supporting materials, for the purpose of evaluating (a) the effectiveness of the grantee's policies and procedures to produce data compatible with the objectives of these reports and (b) the data reported.
 - (3) Availability - The grantee shall make available at its office at all reasonable times the materials described in paragraph (1) above, for examination, audit or reproduction, until the later of 3 years after final payment or any resulting final settlement of a termination, appeal, litigation or claim, or for any shorter period specified in FAR Subpart 4.7, Records Retention, or for any longer period required by statute.

- (4) Except as otherwise provided in FAR Subpart 4.7, Records Retention, the grantee may transfer computer data in machine readable form from one reliable computer medium to another. The grantee's computer data retention and transfer procedures shall maintain the integrity, reliability, and security of the original data. The grantee's choice of form or type of materials described in paragraphs (1) and (2) of this clause affects neither the grantee's obligations nor the Government's rights under this clause.
- (5) The grantee shall insert a clause containing all the terms of this paragraph c in all third-party contracts over \$10,000 with commercial organizations under this agreement, altering the clause only as necessary to identify properly the parties and the CO under the NHTSA prime agreement.

4. **STANDARD PATENT RIGHTS.** [The clause at 37 CFR Part 401.14(a), as modified below (or as further modified in accordance with the provisions of 37 CFR Part 401), shall be applicable to all assistance agreements involving the performance of research and development efforts by small business firms, non-profit organizations, State, local, and Federally-recognized Indian tribal governments, and, unless otherwise provided, by other commercial organizations.]

The following modifications to the clause at 37 CFR Part 401.14(a) apply:

- a. The parenthetical information shall be removed from the title of the clause;
- b. The terms "contract" and "contractor" shall be replaced by the terms "assistance agreement" and "grantee," respectively, as defined in these General Provisions (except that the grantee may modify these terms pursuant to paragraph (g)(1) of the clause for use in third-party contracts);
- c. The terms "agency," "Federal agency," and "funding Federal agency" shall be replaced by the term "NHTSA" (except that the grantee may modify these terms pursuant to paragraph (g)(1) of the clause for use in third-party contracts);
- d. The terms "subcontract(s)" and "subcontractor" shall be replaced by the terms "third-party contract(s) and "third-party contractor," respectively, as defined in these General Provisions;
- e. The terms "to be performed by a small business firm or domestic non-profit organization" shall be deleted from paragraph (g)(1) of the clause;
- f. The following subparagraph shall be added at the end of paragraph (f) of the clause:
 - (5) The grantee agrees to provide, upon request by the CO, periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to NHTSA pursuant to paragraph (c)(1) and/or a report (DD Form 882) prior to the close-out of the assistance agreement listing all subject inventions or stating that there were none.
- g. Paragraphs (g)(2) and (g)(3) of the clause shall be deleted; and
- h. Paragraph (l) of the clause, entitled "Communications," shall read as follows:
 - (l) Communications. All notifications required by this clause shall be submitted to the NHTSA CO.

5. **DATA COLLECTION.** (Paperwork Reduction Act of 1980) [This clause shall be applicable to all assistance agreements involving the collection of information as defined in 5 CFR 1320.7.]

- a. OMB requires review and approval of plans and reports used to collect identical information from 10 or more persons (other than Federal employees) under assistance agreements sponsored by NHTSA. A collection of information undertaken by a grantee is considered to be "sponsored" by NHTSA only if:
 - (1) The grantee is collecting information at the specific request of NHTSA; or
 - (2) The terms and conditions of the agreement require specific approval by NHTSA of the collection of information or the collection procedures.
- b. Unless otherwise specified, data collection conducted under the assistance agreement is the responsibility of the grantee, and NHTSA support of the effort does not constitute NHTSA approval of the survey design,

questionnaire content, or data collection procedures. The grantee shall not represent to respondents that such data is being collected for, or in association with, NHTSA or any Federal agency without the specific written approval of such data collection plan or device by NHTSA. However, this requirement is not intended to preclude mention of NHTSA support of the effort in response to any inquiry or acknowledgment of such support in any publication of this data.

6. **PROTECTION OF INDIVIDUAL PRIVACY.** [This clause shall be applicable to all assistance agreements under which the grantee, or its employees, or its third-party contractors, administer any system of records on individuals on behalf of the Federal Government.]
- a. **Privacy Act Notification.** The design, development, or operation of any system of records on individuals to accomplish a Government function is subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable regulations. Violation of the Act may involve the imposition of criminal penalties.
 - b. The grantee agrees to:
 - (1) Comply with the Privacy Act of 1974 (the Act), and rules and regulations issued pursuant to the Act when performance under this agreement involves the design, development, or operation of any system of records on individuals to be operated by the grantee, its employees, or its third-party contractors to accomplish a Government function.
 - (2) Notify the NHTSA CO when the grantee anticipates operating a system of records on individuals on behalf of the Government in order to accomplish the requirements of this agreement, if such system contains information about individuals which will be retrieved by the individual's name or other particular identifier assigned to the individual. A system of records on individuals subject to the Act may not be employed in the performance of this agreement until the necessary approval and publication requirements applicable to the system have been carried out. The grantee agrees to collect, maintain, disseminate, and use such records in accordance with the requirements of the Act, and comply with all applicable requirements of the Act;
 - (3) Include the Privacy Act Notification contained in this agreement in every solicitation and in every resulting third-party contract and in every third-party contract awarded without a solicitation, when the performance of work under the third-party contract requires the design, development, or operation of a system of records on individuals that is subject to the Act;
 - (4) Include this clause b, including this paragraph, in all third-party contracts under this agreement which require the design, development, or operation of such a system of records on behalf of the Government.
 - c. For purposes of the Privacy Act, when the agreement involves the design, development, or operation of a system of records on individuals to accomplish a Government function, the grantee, its employees, and its third-party contractors are considered to be employees of the Government with respect to the Government function, and the requirements of the Act, including civil and criminal penalties for violation of the Act, are applicable. In addition, failure to comply with the provisions of the Act or of this clause will make this agreement subject to termination.
 - d. The terms used in this clause have the following meanings:
 - (1) "Operation of a system of records" means performance of any of the activities associated with maintaining the system of records on behalf of the Government, including the collection, use, and dissemination of records.
 - (2) "Record" means any item, collection, or grouping of information about an individual that is maintained by the grantee on behalf of the Government including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or photograph.
 - (3) "System of records on individuals" means a group of any records under the control of the grantee on behalf of the Government from which information is retrieved by the name of the individual or by some identifying number, symbol, or other particular assigned to that individual.

7. **RIGHTS IN DATA.** [This clause is applicable in its entirety to all assistance agreements and third-party contracts, except those involving State, local, and Federally-recognized Indian tribal governments, for which this clause applies only where not inconsistent with 49 CFR 18.34, and Nonprofit Organizations, for which this clause applies only where not inconsistent with 49 CFR 19.36.]

a. Definitions.

- (1) "Computer software," as used in this clause, means computer programs, computer data bases, and documentation thereof.
- (2) "Data" as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to agreement administration, such as financial, administrative, cost or pricing, or management information.
- (3) "Form, fit, and function data," as used in this clause, means data relating to items, components, or processes that are sufficient to enable physical and functional interchangeability, as well as data identifying source, size, configuration, mating, and attachment characteristics, functional characteristics, and performance requirements; except that for computer software it means data identifying source, functional characteristics, and performance specifications, but specifically excludes the source code, algorithm, process, formulae, and flowcharts of the software.
- (4) "Limited Rights," as used in this clause, means the rights of the Government in limited rights data as set forth in the Limited Rights Notice of subparagraph g(2).
- (5) "Limited rights data," as used in this clause, means data (other than computer software) that embody trade secrets or are commercial or financial and confidential or privileged, but only to the extent that the data pertains to items, components, or processes developed at private expense, including minor modifications thereof.
- (6) "Restricted computer software," as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software; including minor modifications of such computer software.
- (7) "Restricted rights," as used in this clause, means the rights of the Government in restricted computer software, as set forth in a Restricted Rights Notice of subparagraph g(3), or as otherwise may be provided in a collateral agreement incorporated in and made part of this agreement, including minor modifications of such computer software.
- (8) "Technical data," as used in this clause, means data (other than computer software) which are of a scientific or technical nature.
- (9) "Unlimited rights," as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

b. Allocation of rights.

- (1) Except as provided in paragraph c of this clause regarding copyright, the Government shall have unlimited rights in--
 - (i) Data first produced in the performance of this agreement;
 - (ii) Form, fit, and function data delivered under this agreement;
 - (iii) Data delivered under this agreement (except for restricted computer software) that constitutes manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or otherwise furnished for use under this agreement; and
 - (iv) All other data delivered under this agreement unless provided otherwise for limited rights data or restricted computer software in accordance with paragraph g of this clause.
- (2) The grantee shall have the right to--
 - (i) Use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the grantee in the performance of this agreement unless provided otherwise in paragraph d of this clause;

- (ii) Protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in paragraph g of this clause;
- (iii) Substantiate use of, add or correct limited rights, restricted rights or copyright notices and to take other appropriate action, in accordance with paragraphs e and f of this clause; and
- (iv) Establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided in subparagraph c(1) of this clause.

c. Copyright.

- (1) Data first produced in the performance of this agreement. Unless provided otherwise in paragraph d of this clause, the grantee may establish, without prior approval of the CO, claim to copyright subsisting in scientific and technical articles based upon or containing any data first produced in the performance of this agreement and published in academic, technical or professional journals, symposia proceedings or similar works. The prior, express written permission of the CO is required to establish claim to copyright subsisting in all other data first produced in the performance of this agreement. When claim to copyright is made, the grantee shall affix the applicable copyright notices of 17 U.S.C. 401 or 402 and acknowledgment of Government sponsorship (including agreement number) to the data when such data are delivered to the Government, as well as when the data are published or deposited for registration as a published work in the U.S. Copyright Office.

For data other than computer software the grantee grants to the Government, and others acting on its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government. For computer software, the grantee grants to the Government and others acting in its behalf, a paid-up, nonexclusive, irrevocable worldwide license in such copyrighted computer software to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of the Government.

- (2) Data not first produced in the performance of this agreement. The grantee shall not, without prior written permission of the CO, incorporate in data delivered under this agreement any data not first produced in the performance of this agreement and which contains the copyright notice of 17 U.S.C. 401 or 402, unless the grantee identifies such data and grants to the Government, or acquires on its behalf, a license of the same scope as set forth in subparagraph c(1) of this clause; provided, however, that if such data are computer software Government shall acquire a copyright license as set forth in subparagraph g(3) of this clause or as otherwise may be provided in a collateral agreement incorporated in or made part of this agreement.
- (3) Removal of copyright notices. The Government agrees not to remove any copyright notices placed on data pursuant to this paragraph c, and to include such notices on all reproductions of the data.

d. Release, publication and use of data.

- (1) The grantee shall have the right to use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the grantee in the performance of this agreement, except to the extent that such data may be subject to the Federal export control or national security laws or regulations, or unless otherwise provided in this paragraph of this clause or expressly set forth in this agreement.
- (2) The grantee agrees that to the extent it receives or is given access to data necessary for the performance of this agreement which contains restrictive markings, the grantee shall treat the data in accordance with such markings unless otherwise specifically authorized in writing by the CO.

e. Unauthorized marking of data.

- (1) Notwithstanding any other provisions of this agreement concerning inspection or acceptance, if any data delivered under this agreement are marked with the notices specified in subparagraphs g(2) or g(3) of this clause and use of such is not authorized by this clause, or if such data bears any other restrictive or limiting markings not authorized by this agreement, the CO may at any time either return the data to the grantee, or cancel or ignore the markings. However, the following procedures shall apply prior to cancelling or ignoring the markings:
- (i) The CO shall make written inquiry to the grantee affording the grantee 30 days from receipt of the inquiry to provide written justification to substantiate the propriety of the markings;

- (ii) The grantee fails to respond or fails to provide written justification to substantiate the propriety markings within the 30-day period (or a longer time not exceeding 90 days approved in writing by the CO for good cause shown), the Government shall have the right to cancel or ignore the markings at any time after said period and the data will no longer be made subject to any disclosure prohibitions.
- (iii) If the grantee provides written justification to substantiate the propriety of the markings within the period set in subdivision e(1)(i) of this clause, the CO shall consider such written justification and determine whether or not the markings are to be cancelled or ignored. If the CO determines that the markings are authorized, the grantee shall be so notified in writing. If the CO determines, with concurrence of the head of the contracting activity, that the markings are not authorized, the CO shall furnish the grantee a written determination, which determination shall become the final agency decision regarding the appropriateness of the markings unless the grantee files suit in a court of competent jurisdiction within 90 days of receipt of the CO's decision. The Government shall continue to abide by the markings under this subdivision e(1)(iii) until final resolution of the matter either by the CO's determination becoming final (in which instance the Government shall thereafter have the right to cancel or ignore the markings at any time and the data will no longer be made subject to any disclosure prohibitions) or by final disposition of the matter by court decision if suit is filed.

- (2) The time limits in the procedures set forth in subparagraph e(1) of this clause may be modified in accordance with regulations implementing the Freedom of Information Act (5 U.S.C. 552) if necessary to respond to a request thereunder.

f. Omitted or incorrect markings.

- (1) Data delivered to the Government without either the limited rights or restricted rights notice as authorized by paragraph g of this clause, or the copyright notice required by paragraph c of this clause, shall be deemed to have been furnished with unlimited rights, and the Government assumes no liability for the disclosure, use, or reproduction of such data. However, to the extent the data has not been disclosed without restriction outside the Government, the grantee may request, within 6 months (or a longer time approved by the CO for good cause shown) after delivery of such data, permission to have notices placed on qualifying data at the grantee's expense, and the CO may agree to do so if the grantee--
 - (i) Identifies the data to which the omitted notice is to be applied;
 - (ii) Demonstrates that the omission of the notice was inadvertent;
 - (iii) Establishes that the use of the proposed notice is authorized; and
 - (iv) Acknowledges that the Government has no liability with respect to the disclosure or use of any such data made prior to the addition of the notice or resulting from the omission of the notice.
- (2) The CO may also (i) permit correction at the grantee's expense, of incorrect notices if the grantee identifies the data on which correction of the notice is to be made, and demonstrates that the correct notice is authorized, or (ii) correct any incorrect notices.

g. Protection of limited rights data and restricted computer software.

- (1) When data other than that listed in subdivisions b(1)(i), (ii), and (iii) of this clause are specified to be delivered under this agreement and qualify as either limited rights data or restricted computer software, if the grantee desires to continue protection of such data, the grantee shall withhold such data and not furnish them to the Government under this agreement. As a condition to this withholding, the grantee shall identify the data being withheld and furnish form, fit, and function data in lieu thereof. Limited rights data that is formatted as a computer data base for delivery to the Government are to be treated as limited rights data and not restricted computer software.
- (2) Notwithstanding subparagraph g(1) of this clause, the agreement may identify and specify the delivery of limited rights data, or the CO may require by written request the delivery of limited rights data that has been withheld or would otherwise be withholdable. If delivery of such data is so required, the grantee may affix the following "Limited Rights Notice" to the data and the Government will thereafter treat the data, subject to the provisions of paragraphs e and f of this clause, in accordance with such Notice:

LIMITED RIGHTS NOTICE

- (a) These data are submitted with limited rights under NHTSA Agreement No. _____
These data may be reproduced and used by the Government with the express limitation that they will not, without written permission of the grantee, be used for purposes of manufacture or disclosed outside the Government; except that the Government may disclose these data outside the Government for the following purposes, if any, provided that the Government makes such disclosure subject to prohibition against further use and disclosure:
- (i) Use (except for manufacture) by support service contractors.
 - (ii) Evaluation by nongovernment evaluators.
 - (iii) Use (except for manufacture) by other grantees or contractors participating in the Government's program of which the agreement is a part, for information and use in connection with the effort or work performed under each agreement or contract.
 - (iv) Release to a foreign government, or instrumentality thereof, as the interests of the United States may require, for information or evaluation by such government.
- (b) This Notice shall be marked on any reproduction of these data, in whole or in part.

(End of notice)

- (3)(i) Notwithstanding subparagraph g(1) of this clause, the agreement may identify and specify the delivery of restricted computer software, or the CO may require by written request the delivery of restricted computer software that has been withheld or would otherwise be withholdable. If delivery of such computer software is so required, the grantee may affix the following "Restricted Rights Notice" to the computer software and the Government will thereafter treat the computer software, subject to paragraphs e and f of this clause, in accordance with the Notice:

RESTRICTED RIGHTS NOTICE

- (a) This computer software is submitted with restricted rights under NHTSA Agreement No. _____
It may not be used, reproduced or disclosed by the Government except as provided in paragraph (b) of this Notice or as otherwise expressly stated in the agreement.
- (b) This computer software may be--
- (1) Used or copied for use in or with the computer for which it was acquired, including use at any Government installation to which such computer or computers may be transferred;
 - (2) Used or copied for use in a backup computer if any computer for which it was acquired is non-operative;
 - (3) Reproduced for safekeeping (archives) or backup purposes;
 - (4) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software are made subject to the same restricted rights; and
 - (5) Disclosed to and reproduced for use by support service contractors in accordance with subparagraphs (b)(1) through (4) of this clause, provided the Government makes such disclosure or reproduction subject to these restricted rights; and
 - (6) Used or copied for use in or transferred to a replacement computer.
- (c) Notwithstanding the foregoing, if this computer software is published copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the minimum rights set forth in paragraph (b) of this clause.
- (d) Any other rights or limitations regarding the use, duplication, or disclosure of this computer software are to be expressly stated in, or incorporated in the agreement.

- (e) This Notice shall be marked on any reproduction of this computer software, in whole or in part.

(End of notice)

- (3)(ii) Where it is impractical to include the Restricted Rights Notice on restricted computer software, the following short-form Notice may be used in lieu thereof:

RESTRICTED RIGHTS NOTICE – SHORT FORM

Use, reproduction, or disclosure is subject to restrictions set forth in NHTSA Agreement No. _____ with (name of Grantee).

(End of notice)

- (3)(iii) If restricted computer software is delivered with the copyright notice of 17 U.S.C. 401, it will be presumed to be published copyrighted computer software licensed to the Government without disclosure prohibitions, with the minimum rights set forth in paragraph b of this clause, unless the grantee includes the following statement with such copyright notice: "Unpublished—rights reserved under the Copyright Laws of the United States."

- h. Third Party Contracts. The grantee has the responsibility to obtain from its third-party contractors all data and rights therein necessary to fulfill the grantee's obligations to the Government under this agreement. If a third-party contractor refuses to accept terms affording the Government such rights, the grantee shall promptly bring such refusal to the attention of the CO and not proceed with the third-party contract award without further authorization.
- i. Relationship to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government.

8. RESTRICTIONS ON PRINTING.

- a. Government Printing and Binding Regulations are published by the Joint Committee on Printing, Congress of the United States. These regulations are applicable to NHTSA when NHTSA bears the entire cost of printing of materials exclusively for its own use.
- b. This assistance agreement is not made primarily or substantially for the purpose of typesetting or having material printed for NHTSA use.
- c. The grantee may reproduce reports, data, or other written material required under the terms of the agreement for the use of NHTSA, provided that the material duplicated does not exceed 5,000 units of only one page, or that items consisting of multiple pages do not exceed 25,000 units in the aggregate. Grantees must advise the CO if the estimated quantities will exceed these ceilings so that Departmental/Committee approval can be obtained.
- d. These restrictions do not preclude the writing, editing, preparation of manuscript copy and related illustrative material, or the publication of findings by grantees; or the administrative printing requirements of the grantee required for its own use to respond to the terms of the agreement.

9. OTHER ADMINISTRATIVE PROVISIONS AND ASSURANCES.

- a. No Government Obligations to Third Parties. Absent its specific consent, the NHTSA shall not be subject to any obligations or liabilities with respect to any person or entity not a party to this agreement in connection with performance under the agreement, notwithstanding its concurrence in or approval of the solicitation or award of any third-party contract.
- b. Severability. If any provision of this agreement is held invalid, the remainder of this agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

- c. The grantee assures and certifies that no member of or delegate to Congress, or resident Commissioner, will be admitted to any share or part of this assistance agreement, or to any benefit arising from it. And further, it shall comply with the provisions of 18 U.S.C. 1913 which prohibits the direct or indirect use of any funds appropriated by Congress to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device intended or designed to influence a member of Congress, to favor or oppose, any legislation or appropriation, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.
- d. The grantee warrants that it has not paid and agrees not to pay any bonus, commission or fee for the purpose of obtaining approval of its application for the financial assistance agreement.
- e. The grantee assures that it shall comply with all applicable provisions of Federal, State and local law. Nothing in this agreement shall require the grantee to observe or enforce compliance with any provision hereof, perform any other act or do any other thing in contravention of applicable State or territorial law, provided that if any of the provisions of the agreement violates any applicable State or territorial law, or if compliance with any of the provisions of the agreement would require the grantee to violate any applicable State or territorial law, the grantee will at once notify the CO in writing in order that appropriate modifications may be made to the agreement to remedy the violation.

All limits and standards set forth in this agreement are minimum requirements, and shall not affect the application of more stringent State or local standards; provided, however, that in its procurement actions under this agreement, the grantee shall not give any preference to or discriminate against goods and services produced or manufactured in any country, State, or other geographical area, except as provided in paragraph f below.

- f. The grantee assures and certifies that all manufactured products, steel, and cement used in carrying out this agreement are produced in the United States, in accordance with Section 165 of the Surface Transportation Assistance Act of 1982 (Pub. L. 97-424; 96 Stat. 2097), unless the Secretary of DOT has determined under Section 165 that it is appropriate to waive this requirement.

10. ORDER OF PRECEDENCE.

In the event of any inconsistency between any provisions of this agreement, the following order of precedence shall apply:

- a. Statement of Purpose (excluding the grantee's proposal, if incorporated).
- b. Special provisions contained in the assistance agreement.
- c. General Provisions, whether referenced or stated in full text, contained herein.
- d. The grantee's proposal (if incorporated).

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

Instructions For Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion- Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS**

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

49 CFR Part 29 - Appendix B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

Instructions For Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ``Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN
VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

49 CFR Part 29 - Appendix C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Instructions for Certification:

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and, (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS--

ALTERNATE I. (GRANTEES OTHER THAN INDIVIDUALS)

- A. The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check () if there are workplaces on file that are not identified here.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS--

ALTERNATE II. (GRANTEES WHO ARE INDIVIDUALS)

- (a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;
- (b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to every grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant.

Signature/Authorized Certifying Official

Typed Name and Title

Applicant/Organization

Date Signed