

not be consistent with the goals and objectives of 49 U.S.C. 31315 and 31136(e).

### Basis for Renewing Exemptions

Under 49 U.S.C. 31315(b)(1), an exemption may be granted for no longer than two years from its approval date and may be renewed upon application for additional two year periods. In accordance with 49 U.S.C. 31315 and 31136(e), each of the 22 applicants has satisfied the entry conditions for obtaining an exemption from the vision requirements (67 FR 68719 and 68 FR 2629). Each of these 22 applicants has requested timely renewal of the exemption and has submitted evidence showing that the vision in the better eye continues to meet the standard specified at 49 CFR 391.41(b)(10) and that the vision impairment is stable. In addition, a review of each record of safety while driving with the respective vision deficiencies over the past two years indicates each applicant continues to meet the vision exemption standards. These factors provide an adequate basis for predicting each driver's ability to continue to drive safely in interstate commerce. Therefore, the FMCSA concludes that extending the exemption for each renewal applicant for a period of two years is likely to achieve a level of safety equal to that existing without the exemption.

### Comments

The FMCSA will review comments received at any time concerning a particular driver's safety record and determine if the continuation of the exemption is consistent with the requirements at 49 U.S.C. 31315 and 31136(e). However, the FMCSA requests that interested parties with specific data concerning the safety records of these drivers submit comments by January 7, 2005.

In the past the FMCSA has received comments from Advocates for Highway and Auto Safety (Advocates) expressing continued opposition to the FMCSA's procedures for renewing exemptions from the vision requirement in 49 CFR 391.41(b)(10). Specifically, Advocates objects to the agency's extension of the exemptions without any opportunity for public comment prior to the decision to renew, and reliance on a summary statement of evidence to make its decision to extend the exemption of each driver.

The issues raised by Advocates were addressed at length in 69 FR 51346 (August 18, 2004). The FMCSA continues to find its exemption process appropriate to the statutory and regulatory requirements.

Issued on: December 3, 2004.

**Rose A. McMurray,**

*Associate Administrator, Policy and Program Development.*

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**BILLING CODE 4910-EX-P**

## DEPARTMENT OF TRANSPORTATION

### National Highway Traffic Safety Administration

#### Discretionary Cooperative Agreements for Research Under the Crash Injury Research and Engineering Network (CIREN)

**AGENCY:** National Highway Traffic Safety Administration (NHTSA), DOT.

**ACTION:** Announcement of discretionary cooperative agreements to support the research conducted under the Crash Injury Research and Engineering Network (CIREN) and to increase its benefits to the public.

**SUMMARY:** The National Highway Traffic Safety Administration (NHTSA) announces discretionary Cooperative Agreement opportunities to provide funding to Level One Trauma Centers in support of the Crash Injury Research and Engineering Network (CIREN). NHTSA anticipates funding these Cooperative Agreements in annual installments for one base year plus 4 one-year option years at NHTSA's option and subject to available funding. Due to budgetary constraints and the levels of effort applicants may propose, NHTSA is uncertain as to the number of Cooperative Agreements that will be funded. However, multiple awards will be made under this announcement. These cooperative agreements will support projects to improve the prevention, treatment, and rehabilitation of motor vehicle crash injuries to reduce deaths, disabilities and human and economic costs. This **Federal Register** Notice solicits applications from Level One Trauma Centers. Interested applicants must follow the instructions in the application section of this **Federal Register** Notice. NHTSA will review the applications to determine which proposals will receive funding under this announcement.

**DATES:** Applications must be submitted to the National Highway Traffic Safety Administration, Office of Contracts and Procurement (NPO-220), Attention: Dianne Proctor, 400 Seventh Street, SW., Room 5301, Washington, DC 20590. All applications submitted must include a reference to NHTSA Cooperative Agreement Program

Number DTNH22-05-H-01001. Only complete packages received on or before 2 p.m. e.s.t. on February 8, 2005, will be considered for award.

Applicants shall provide a complete mailing address where Federal Express mail can be delivered.

#### FOR FURTHER INFORMATION CONTACT:

General administrative and programmatic questions may be directed to Dianne Proctor, Office of Contracts and Procurement, by e-mail at [Diane.Proctor@nhtsa.dot.gov](mailto:Diane.Proctor@nhtsa.dot.gov) or by phone at (202) 366-9562 and Karin E. Eddy, Office of Contracts and Procurement, by e-mail at [Karin.Eddy@nhtsa.dot.gov](mailto:Karin.Eddy@nhtsa.dot.gov) or by phone at (202) 366-9568. To allow for sufficient time to address questions appropriately, all questions must be submitted in writing no later 2 p.m. e.s.t., December 20, 2004, via e-mail to [Karin.Eddy@nhtsa.dot.gov](mailto:Karin.Eddy@nhtsa.dot.gov). Response to the questions will be posted on <http://www-nrd.nhtsa.dot.gov/departments/nrd-50/ciren/CIREN.html> by January 10, 2005 and in the **Federal Register**.

Any changes to this date will be posted on the Web site. Interested applicants are advised that no separate application package exists beyond the contents of this announcement.

#### SUPPLEMENTARY INFORMATION:

##### I. Background

Motor vehicles are the dominant means of travel in the United States for both personal and business trips and provide Americans with an extraordinary degree of mobility. Traffic fatalities account for more than 90% of all transportation-related fatalities. These injuries and fatalities are a major public health problem. More than 40,000 people die each year as the result of injuries received in motor vehicle crashes and more than 3 million people are injured. Motor vehicle injuries comprise nearly half of all traumatic injury deaths.

The large number of motor vehicle injuries places a considerable burden on the nation's health care system. It is estimated that about 20 percent of all Emergency Medical Service (EMS) calls are motor vehicle related, and persons are treated in trauma centers largely as the result of motor vehicle crashes. This care results in a significant economic burden on society, estimated at more than \$17 billion a year. Because motor vehicle injuries often have long-term effects, they are a leading cause of long-term disability.

NHTSA is an agency of the U.S. Department of Transportation (DOT). NHTSA's mission is to save lives, prevent injuries and reduce traffic-

related health care and other economic costs. The agency develops, promotes and implements effective educational, engineering and enforcement programs with the goal of ending preventable tragedies and reducing economic costs associated with vehicle use and highway travel.

As part of its mandate, NHTSA conducts research to improve motor vehicle and traffic safety, diagnose specific problems, implement standards and programs to address these problems and evaluate their impact.

NHTSA has funded hospital-related studies since the 1980s. In 1991, NHTSA initiated the Highway Traffic Injuries Studies. Over the next several years, research projects were funded at four Level One Trauma Centers to collect detailed injury information on motor vehicle occupants involved in crashes. The four centers were: The National Study Center for Trauma and EMS/R Adams Cowley Shock Trauma Center in Baltimore, Maryland; the University of Medicine & Dentistry/New Jersey Medical School in Newark, New Jersey; the Children's National Medical Center in Washington, DC; and the William Lehman Injury Research Center/University of Miami School of Medicine/Ryder Trauma Center in Miami, Florida.

In the summer of 1996, as part of a settlement agreement with the Department of Transportation, General Motors funded three additional Level One Trauma Centers. These centers are: The University of Michigan Medical Center in Ann Arbor, Michigan; Harborview Injury Prevention & Research Center in Seattle, Washington; and San Diego County Trauma System in San Diego, California. The addition of these three centers, along with the need for a uniform method to collect data, resulted in the formation of the Crash Injury Research and Engineering Network (CIREN).

In April 1999, Mercedes-Benz announced the funding of an eighth trauma center-based research project at the University of Alabama at Birmingham. Funding for that Center ended in April 2004. In May 2000, Ford Motor Company announced the funding of a ninth trauma center-based research project at Inova Fairfax Hospital in Falls Church, Virginia. In September 2002, Honda assumed funding of the CIREN Center at Inova Fairfax Hospital. In November 2001, Froedtert Hospital and the Medical College of Wisconsin self-funded a tenth CIREN center at its facility.

CIREN is a sponsor-led multi-center research program involving a collaboration of clinicians and engineers

in academia, industry, and government pursuing in-depth studies of crashes, injuries, and treatments to improve processes and outcomes. Its mission is to improve the prevention, treatment, and rehabilitation of motor vehicle crash injuries to reduce deaths, disabilities, and human and economic costs.

CIREN is also the name of a research tool developed, updated, enhanced and maintained by the Volpe National Transportation Systems Center (Volpe) in Cambridge, Massachusetts to help researchers collect and review injury data. Variables for CIREN crash reconstruction data are an extension of the National Automotive Sampling System (NASS) Oracle data model. Variables for the medical injury data are based on a variety of sources including the National Trauma Registry, the Orthopedic Trauma Association, and the Uniform Pre-Hospital EMS Data Elements. Support for the seven (7) currently federally-funded CIREN Centers ends on March 31, 2005.

## II. Objective

The objective of the Cooperative Agreements is to fund CIREN Centers to add to the scope of data and expertise available and to increase CIREN's benefits to the public. NHTSA intends to award up to ten (10) Cooperative Agreements (depending on available funding at the time of award and the levels of effort proposed by the applicants) to support the goals of this initiative. Each Cooperative Agreement recipient will be expected to identify and coordinate an effort that supports the goals outlined in CIREN System Requirements. (See Section XIII).

## III. NHTSA Involvement

NHTSA will be involved in all activities undertaken as part of the Cooperative Agreement program and will, for each Cooperative Agreement awarded:

1. Provide a NHTSA Contracting Officer's Technical Representative (COTR) to participate in the planning and management of the Cooperative Agreement and to coordinate activities between the Grantee (*i.e.*, award recipients of the resultant Cooperative Agreement) and NHTSA.

2. Provide information and technical assistance from government sources within available resources as determined appropriate by the COTR and the NHTSA CIREN Program Manager.

3. Review and provide comments on oral and written presentations, research notes, white papers and other material

submitted for publication to medical, technical or scientific journals.

4. Stimulate the exchange of information among Grantees and encourage research projects.

## IV. Levels of Effort

Applicants may be considered for any one (1) of three (3) possible levels of effort.

*Level 1*—The Grantee CIREN Center shall prepare fifty (50) cases each year. In addition, the Grantee CIREN Center must prepare and submit to peer review publications three (3) papers related to NHTSA/CIREN goals. One (1) paper must be submitted to a medically oriented automotive safety conference peer review publication and must use CIREN data. The second and third papers must be submitted to additional peer review publications. At least one (1) of these additional papers must use CIREN data. Papers should incorporate CIREN Center experience. The principal investigator or co-principal investigator is required to present research findings at all public meetings and grand rounds, with supporting staff in attendance as needed. CIREN project/data coordinator(s), crash investigator(s) and supporting staff, as appropriate, are required to attend all team meetings. The Grantee CIREN Center shall conduct outreach programs in its community. Target audiences shall include first responders (EMS, fire and law enforcement agencies), medical counterparts, and the general public.

*Level 2*—The Grantee CIREN Center shall prepare forty (40) cases each year. In addition, the Grantee CIREN Center must prepare and submit to peer review publications two (2) papers related to NHTSA/CIREN goals. One (1) paper must be submitted to a medically oriented automotive safety conference peer review publication and a second paper must be submitted to an additional peer review publication. Both papers must use CIREN data. Papers should incorporate CIREN Center experience. The principal investigator or co-principal investigator is required to present research findings at all public meetings and grand rounds, with supporting staff in attendance as needed. The Grantee CIREN Center may, with the prior written approval of the COTR or NHTSA CIREN Program Manager, elect not to attend one (1) of these meetings per year. CIREN project/data coordinator(s), crash investigator(s) and supporting staff, as appropriate, are required to attend all team meetings. The Grantee CIREN Center shall conduct outreach programs in its community. Target audiences shall include first responders (EMS, fire and

law enforcement agencies), medical counterparts, and the general public.

*Level 3*—The Grantee CIREN Center shall prepare thirty (30) cases each year. In addition, the Grantee CIREN Center must prepare and submit to peer review publications one (1) paper related to NHTSA/CIREN goals. The Paper must use CIREN data, and should incorporate CIREN Center experience. The principal investigator or co-principal investigator is required to present research findings at all public meetings and grand rounds, with supporting staff in attendance as needed. The Grantee CIREN Center may, with the prior written approval of the COTR or NHTSA CIREN Program Manager, elect not to attend one (1) of these meetings per year. CIREN project/data coordinator(s), crash investigator(s) and supporting staff, as appropriate, are required to attend all team meetings. The Grantee CIREN Center shall conduct outreach programs in its community. Target audiences shall include first responders (EMS, fire and law enforcement agencies), medical counterparts, and the general public.

## V. Funding

### 1. General

Subject to the availability of funds, it is anticipated that NHTSA will award up to ten (10) Cooperative Agreements to support the goals of this initiative for a period of five (5) years (*i.e.*, one base year and four one-year Option Years, if exercised). Each Grantee will be expected to coordinate an effort that supports the goals outlined in the CIREN System Requirements.

NHTSA anticipates that approximately three million dollars (\$3,000,000.00) in total federal funding will be available for award of up to ten (10) Cooperative Agreements under this **Federal Register** Notice for the base year. Funding for each of the four (4) option years for each of the Grantees will be based on the availability of funds in future fiscal years.

The total number of awards will depend on the number and quality of the proposals submitted and the funding available at the time of the award. Applicants are encouraged to submit applications for all levels of effort for which they wish to be considered. However, no applicant may receive an award for more than one level of effort. NHTSA will select from among the proposals received from the prospective CIREN Center(s) to obtain the best mix of price/performance for the program as a whole.

### 2. Potential Funding Level Adjustments

As outlined below, initial funding levels set at the time of award shall be adjusted if production levels are not achieved during the period of performance. Each Grantee's performance will be evaluated formally at the end of the second, third and fourth quarters in each performance period (including base and option years) to verify that the Grantee has reached the production levels specified in Appendix 3, Annual CIREN Work Production Levels. (Note that these production levels apply to medical/crash cases and peer-reviewed papers.) The reviews are as follows:

#### a. Second Quarter Review

A Grantee whose performance falls below any of the production levels outlined in Appendix 3 at the time of the second quarter review will be informed by the NHTSA Contracting Officer in writing that its performance is in jeopardy and that funding will be reduced to reflect the actual level of performance if production levels are not met by the end of the third quarter. The NHTSA Contracting Officer in consultation with the NHTSA COTR will make this determination.

#### b. Third Quarter Review

A Grantee whose performance falls below any of the production levels outlined in Appendix 3 at the time of the third quarter review will be funded on a pro rata basis reflecting the actual level of performance. For example, Centers that do not meet their production levels as stated in Appendix 3 will have a pro rata amount deducted from their annual award. The pro rata amount will be based on the number of production units not achieved during that year. Production units are weighted as follows—one crash case equals one production unit and one peer reviewed research paper equals two production units (*e.g.*, a Level 1 Grantee enrolling 50 medical/crash cases and 3 peer-reviewed papers will have completed 56 production units).

#### c. Fourth Quarter Review (Final Performance Evaluation)

A Grantee whose performance meets all production levels at the end of the performance period will receive all agreed upon funding.

A Grantee whose performance falls below any of the production levels outlined in Appendix 3 at the end of the period of performance will be funded on a pro rata basis reflecting the actual level of performance.

### 3. Option Year Funding

#### a. Eligibility for Full Funding

A Grantee whose performance meets all production levels by the end of the performance period will be eligible for funding at the same level of performance in the subsequent option year (if this option is exercised).

#### b. Eligibility for Reduced Funding

Upon notification made by the NHTSA COTR, failure of a Grantee to meet any of the production levels outlined in Appendix 3, Annual CIREN Work Production Deliverables by the end of the then-current performance period will result in the following action taken by the NHTSA Contracting Officer:

(1) The Grantee will be eligible for funding in the subsequent option year only at a lower level (*e.g.*, a Level 1 Grantee who fails to meet the production levels will be considered only for Level 2 or Level 3 in the subsequent option year; a Level 2 Grantee who fails to meet the production levels will be considered only for Level 3 in the subsequent option year);

(2) During a year of reduced funding, the specified level of reduced funding will constitute the maximum available to the Grantee in that year, regardless of whether the Grantee's performance improves (*e.g.*, a Level 1 Grantee who receives reduced funding as a Level 2 Grantee in an option year cannot receive more than the Level 2 amount of funding in the year of reduced funding, despite exceeding the production levels for Level 2); and

(3) If the Grantee's performance improves in a year of reduced funding, the Grantee's funding may be restored to a higher level of funding in a subsequent Option Year at NHTSA's discretion and subject to the availability of funds.

A Grantee funded at Level 3 in any year that fails to meet any of the production levels specified in Appendix 3 at the end of the fourth quarter will be terminated from the CIREN program.

#### c. NHTSA's Option

Notwithstanding paragraphs 3(a) and 3(b) above, the exercise of an option is in NHTSA's sole discretion. (*See* Section VII).

### 4. Miscellaneous Funding Conditions or Limitations

Notwithstanding any other provision of this **Federal Register** Notice, to ensure that production levels are met, the Government will monitor performance at all times and reserves

the right to adjust levels of reimbursement at any time if performance or progress is deemed inadequate.

To ensure that reimbursement is commensurate with performance during the performance period, a Grantee shall not be reimbursed for more than the greater of the pro rata funding amount for medical/crash cases and peer-reviewed papers completed or 25% of its total funding per quarter.

Notwithstanding any other provision of this **Federal Register** Notice, the Government may elect to waive the requirement for submission of one or more peer-reviewed paper(s) in exchange for the Grantee's participation in special research programs, as outlined in Section 3(E) under Specific Work Requirements. The NHTSA Contracting Officer shall detail any such waiver in writing. Unless the Government elects to waive a requirement for submission of peer-reviewed papers, the production levels for submission of such papers are firm.

#### VI. Period of Performance

The anticipated period of performance for any Cooperative Agreement awarded under this **Federal Register** Notice begins April 1, 2005 and ends March 31, 2006 for the base period. Each of the four (4) twelve (12) month option years will begin on April 1 and end on March 31 of the then exercised Option Year.

#### VII. Option Exercise

The Government reserves the right to exercise up to (4) four-twelve (12) month Option Years. The total of the Base Year and Option Years (if exercised) shall not exceed five consecutive calendar years. The Government may extend the terms of this agreement by written notice to the Grantee approximately sixty (60) calendar days prior to expiration of the then-current option year. The exercise of an Option Period will be considered achieved upon the execution of a unilateral modification to the Cooperative Agreement.

#### VIII. Termination

Notwithstanding any other provision of the agreement, upon ninety (90) days advance written notice by the NHTSA Contracting Officer, the performance under the Cooperative Agreement may be terminated in the event that the prescribed funds are not available or the performance of the effort does not produce the intended result.

#### IX. Eligibility Requirements

The Applicant's principal or co-principal must be a clinically active emergency room trauma physician or a clinically active emergency medical physician or a clinically active specialist with experience relating to the diagnosis and treatment of motor vehicle injuries and must be closely affiliated with a Level One Trauma Center. The Applicant also must be affiliated with the engineering or biomechanics programs at a university to assist with the work that will be performed by the Center. The Applicant must receive a sufficient number of motor vehicle crash victims from which cases may be selected for the CIREN program.

Interested applicants are advised that no fee or profit will be allowed under this Cooperative Agreement program.

Applicants are encouraged to submit proposals that address all three (3) performance levels as outlined under Section IV Levels of Effort. However, applicants at their discretion may address less than three.

Applicant shall not submit a proposal jointly with another trauma center.

#### X. Conflict of Interest

It is the Department of Transportation's (DOT) policy to award cooperative agreements to only those applicants whose objectivity is not impaired because of any related past, present, or planned interest, financial or otherwise, in organizations regulated by DOT or in organizations whose interests may be affected substantially by Departmental activities. Based on this policy:

(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 DOT, or with an organization whose interests may be affected substantially by Departmental activities, and which is related to the work under this **Federal Register** Notice. The interest(s) described shall include those of the proposer, 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 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 **Federal Register** Notice, 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.

#### XI. Application Procedure

Each Applicant shall submit one (1) original and five (5) copies of the application package via Federal Express to: DOT/NHTSA, Office of Contracts

and Procurement (NPO-220), 400 Seventh Street, SW., Room 5301, Washington, DC 20590, Attention: Dianne R. Proctor. Applications shall be single spaced, must be typed on one side of the page only, must not exceed 50 typed written single spaced pages and must include a reference to Cooperative Agreement Number DTNH22-05-H-01001. Appendices, which may be included, are not counted in the 50-page limit.

Only complete packages received on or before 2 p.m. e.s.t. on February 8, 2005, will be considered. No facsimile transmissions will be accepted. Applications must contain a reference to NHTSA Cooperative Agreement Number DTNH22-05-H-01001. Unnecessarily elaborate applications beyond what is sufficient to present a complete and effective response to this **Federal Register** Notice must not be submitted.

## XII. Application Contents

1. The application package must be submitted with the Office of Management and Budget (OMB) Standard Form 424 (Rev 4-88, including 424A and 424B), Application for Federal Assistance, including 424A, Budget Information-Non-construction Program and 424B, Assurances-Non-construction Programs, with the required information provided and the certified assurances included. A Standard Form 424A & 424B must be submitted and packaged separately for each level of effort for which the applicant wishes to be considered. (See Section IV.)

Forms are electronically available for downloading at <http://www.whitehouse.gov/omb/grants/index.html>.

While the Form 424A deals with budget information, and Section B identifies Budget Categories, the available space does not permit a level of detail that is sufficient to provide for a meaningful evaluation of proposed costs. Therefore, supplemental information must be provided which presents a detailed breakout of the proposed costs (detailed labor, including labor category, level of effort and rate; direct materials, including itemized equipment, travel and transportation, including projected trips and number of people traveling; subcontracts/subgrants with similar detail if known; and overhead) as well as any In-Kind contributions the Applicant proposes to contribute.

The Applicant also shall provide documentation supporting all costs for which federal funding is being requested. The estimated costs must be separated and proposed by base year

and by each of the four (4) one year option years, such that the applicants budget will reflect the total possible performance of five (5) years. For each performance level of effort, (*i.e.*, 50 cases, 40 cases and 30 cases) for which the applicant wishes to be considered, applicants must provide separate budgets proposed by base year and by each of the four (4) one year option years, such that the applicants budget will reflect the total possible performance of five (5) years.

For the Base Year only, the applicant's proposal must include \$10,000.00 for Government Furnished Equipment, as described under Section XIII, Subsection 6. Specifically, the applicant's cost proposal must indicate, as a separate line item, for the Base Year only, \$10,000.00 for Government Furnished Equipment under each performance level being proposed. For example,

Total Proposal Cost \$10,000.00,  
Equipment Cost \$10,000.00,  
Grand Total Proposed \$20,000.00

2. *Program Narrative Statement:* Applicants shall fully describe the work to be performed under the Cooperative Agreement. Applications must include the following information in the program narrative statement:

(A) A table of contents including page number references.

(B) *Work Plan, Technical Approach, and Technical Capability and Understanding:* A description of the goal(s) of the project/program and how the applicant plans to meet the goal(s), including specific methodologies for the completion of tasks associated with the initiating, tracking and submission of enrolled medical/crash cases. The Applicant shall include steps that will be used to enroll medical/crash cases and perform in-house quality control of enrolled cases prior to submission to NHTSA's quality assurance contractor. The Applicant shall discuss technical problems, barriers and/or critical issues related to the successful completion of this Cooperative Agreement effort. This must be specific with respect to each level of effort for which the Applicant wishes to be considered. To facilitate evaluation of the Applicant's Technical Capability and Understanding, the proposal should include information explaining how the Applicant meets the following:

(1) Understanding of the methodology used in an electronic data collection system for medical/crash case assignment, medical/crash case tracking, and consistency of data coding, quality control and timeliness of medical/crash case submissions;

(2) Understanding of trauma system injury coding [Abbreviated Injury Scale (AIS), International Classification of Diseases Modifications (ICDM), Orthopaedic Trauma Assessment (OTA), Current Procedural Terminology (CPT)];

(3) Ability to communicate effectively the results of research efforts in publications and to conduct effectively outreach activities to the community at large;

(4) Understanding of all available clinical data systems on site.

(C) *Trauma Registry Data:* The Applicant's affiliated Level One Trauma Center's trauma registry data for the last three (3) years and the number of motor vehicle crash occupants admitted to the trauma center. For each year, if available, the Applicant shall identify the maximum level of severity (AIS1-AIS6) for the injuries incurred by each admitted occupant.

(D) *Radiology Systems:* A description of current radiology systems utilized and methods (digital or film) used to obtain radiological images for presentation and research. Describe technology available [Computed Tomography (CT), Magnetic Resonance Image (MRI), High Speed CT, etc.].

(E) *Patient Data Systems:* A description of patient data systems utilized at Applicant's facility (100% electronic medical records versus hard copy paper medical records or a hybrid system) and what access Applicant has to these records (real time versus post discharge; central access versus network access).

(F) *Prior Work and Experience:* A description of previous motor vehicle safety research work associated with medical cases and/or biomechanics. The Applicant shall not include prior work associated with pedestrians or motorcyclists. The Applicant shall demonstrate its experience with on-site, real-time capture of patients and data collection activities. The Applicant also shall describe its experience in research relating to the documentation of motor vehicle crash injuries and in relating these injuries with in-depth motor vehicle crash investigations. The Applicant shall demonstrate experience in managing a multi-disciplinary research project and in operating a business enterprise as evidenced by the organization of the entity, previous experience collecting medical data and in conducting in-depth crash reconstruction and investigations, and in understanding of related highway safety programs. The Applicant shall describe its experience in obtaining Institutional Research Board (IRB) approval for research objectives.

(G) *Qualifications of Project Personnel and Project Management Experience:* A description of human resources to be used in this Cooperative Agreement effort. The Applicant shall identify the proposed project manager and other personnel considered critical to the successful accomplishment of the project, including a brief description of their respective organizational responsibilities and their qualifications to meet the staff requirements and duties herein described. The roles and responsibilities of the proposed team members and any others included in the application package shall be specified. The proposed level of effort in performing the various activities also shall be identified. The Applicant must furnish an organizational chart and resume for each proposed staff member.

(H) *Past Performance and Financial Responsibility:* The Applicant shall provide the following information:

(1) At least three (3) references who can attest to the past performance history and quality of work provided by the Applicant on previous assistance agreements and/or contracts.

In doing so, the Applicant shall provide the following information for each reference:

(a) Assistance Agreement/Contract Number;

(b) Title and brief description of Assistance Agreement/Contract;

(c) Name of organization, name of point of contact, telephone number, and e-mail address of point of contact at the organization with which the Applicant entered into an Assistance Agreement/Contract;

(d) Dollar value of Assistance Agreement/Contract;

(e) Any additional information to address the issue of past performance and financial responsibility.

(2) The Applicant shall indicate if it has ever appeared on the General Service Administration's (GSA) List of Parties Excluded from Federal Procurement and Non-procurement Programs or on GSA's "Excluded Parties List." If so, the Applicant shall discuss the circumstances leading up to its appearance on either of these lists and its current status to enter into Assistance Agreements (*i.e.*, Cooperative Agreements and Grants) and/or Contracts.

(3) The Applicant shall indicate if it has ever filed for bankruptcy or has had any financial problems that may affect its ability to perform under the Assistance Agreement.

### XIII. CIREN System Requirements

#### 1. General Requirements

The Grantee CIREN Center regularly shall enroll, enter, and complete medical/crash case information as reflected in the CIREN computer applications provided by Volpe. The Grantee CIREN Center shall use its best, but at no time less than commercially reasonable, efforts to complete these cases as defined by the systems definitions. The Grantee CIREN Center shall provide adequate, secure storage for the CIREN server and the associated hardware provided as part of the cost of the Cooperative Agreement.

The Grantee CIREN Center shall review case summaries and other narratives for information and remove any information that may suggest judgments of culpability. Culpability will be determined by law enforcement and judicial proceedings.

The Grantee CIREN Center must, as part of its obligations, author papers for medical and/or engineering journals and periodicals; engage in collaborative research with the other CIREN centers and with NHTSA representatives; participate in telephone conference calls; participate in electronic or in-person "grand rounds" to review cases; participate in peer review of papers; and attend quarterly meetings in Washington, DC and other locations.

The Grantee CIREN Center shall outline a plan to establish lines of communication among the CIREN crash investigators and the quality control team to facilitate the communication of medical technologies relating to crash research and the introduction of emerging technologies relating to occupant protection systems. This interaction will create a critical link between the NASS, Special Crash Investigations (SCI), and CIREN programs that will mutually benefit the field and medical personnel of each program.

The Grantee CIREN Center shall review overall injury coding to ensure adherence to established procedures. All injuries shall be well documented through the use of radiological reports, including but not limited to CT-scans, X-rays, and Magnetic Resonance Images (MRIs). Injuries shall be sourced to occupant contact points identified in the crash reconstruction process.

The Grantee CIREN Center shall hire and/or install qualified personnel in accordance with its personnel management plan and shall not accept as a staff member anyone who intends to start or continue police, insurance or investigative activities as a second

profession during his or her involvement with the CIREN program.

If evidence is detected that project personnel are participating in these activities after the award is made, NHTSA will require immediate removal of the responsible individual(s) from the project and written notification within one (1) business day to the NHTSA Contracting Officer that such removals have taken place. Grantee CIREN Centers that engage in police, insurance or investigative activities shall ensure that staff members assigned to CIREN do not engage in such activities. Organizations shall be required to provide assurances that staff members will not be assigned to the aforementioned duties.

The Grantee CIREN Center's staff, contractors and subcontractors working on this project will be required to sign a confidentiality agreement for each Center, agreeing not to discuss or divulge the source of any data to third parties (*i.e.*, anyone outside the CIREN Network). In addition, staff, contractors and subcontractors must sign security forms required by Volpe in order to be granted access to the CIREN database.

The Grantee CIREN Center shall conduct outreach programs in its community. Target audiences shall include first responders (EMS, fire and law enforcement agencies), medical counterparts, and the general public.

The Grantee CIREN Center shall participate in weekly telephone conferences with the NHTSA CIREN team and representatives of the other CIREN centers. The Grantee CIREN Center shall participate in Quarterly Team Meetings in Washington, DC and other locations. The Grantee CIREN Center shall participate in "Grand Rounds" at least yearly.

#### 2. Staffing Requirements and Duties

**Note:** No staff member assigned to this work effort may be involved in any police, insurance or investigative activities.

Below are the descriptions of the general duties and the required and/or preferred experience levels for each of the professional labor categories NHTSA envisions as necessary to perform the work described in this **Federal Register** Notice. This list may not be exhaustive.

For those labor category descriptions listed below that do not match those of the Applicant's organization, the Applicant shall specify in its proposal each such difference.

Staff shall be comprised of full- and part-time individuals as specified and shall include a multi-disciplinary research team to support collaborative

research efforts, which includes the following individuals:

(A) *Principal Investigator*. A full time Principal Investigator must be a clinically active emergency room trauma surgeon or a clinically active emergency medicine physician or a clinically active specialist with a minimum of five (5) years experience relating to diagnosis and treatment of motor vehicle injuries and must be a closely affiliated with a Level One Trauma Center.

(B) *Co-Principal Investigator*. A Co-Principal Investigator (may be full time or part time) with biomechanical, engineering or epidemiological experience. This position requires that this person have an M.D. or a Ph.D. in one of the aforementioned areas. The Co-Principal Investigator also may be a clinically-active trauma surgeon or a clinically active emergency medical physician or a clinically active specialist with experience relating to the diagnosis and treatment of motor vehicle injuries and must be closely affiliated with a Level One Trauma Center.

(C) *Crash Investigator*. A full time Crash Investigator (may be contracted out) must be NASS-trained or willing to attend the crash investigator training in Oklahoma City. The Crash Investigator does not have to be NASS-certified at the time the proposal is submitted but must agree to take the next available class. A Crash Investigator handling crashes involving children ages 12 and under must be a certified Child Safety Seat Inspector and must maintain yearly certification.

(D) *Study Coordinator*. A full-time Study Coordinator must oversee data collection coding efforts and outcome. The Study Coordinator shall be familiar with, and shall have a working knowledge of, the various injury coding criteria, including, but not limited to, International Classification of Diseases—9th Edition (ICD-9), Abbreviated Injury Scale (AIS), and Current Procedural Terminology (CPT) codes. The Study Coordinator shall possess basic computer skills and software packages for graphics, documents and presentations.

(E) *Other Staff*. A statistician, trauma fellow, trauma technician, social worker, and graduate research assistant (Each of these positions may be part-time).

Duties of the staff identified above and other suggested staff shall include:

*Principal Investigator*: Maintains overall responsibility for the project.

*Co-Principal Investigator*: Works closely with the Principal Investigator and provides additional biomechanical,

engineering, clinical, or epidemiological experience in relation to crash injury mechanisms.

*Study Coordinator*: Interacts with all project staff, is responsible for contacting the crash investigation team and for obtaining injury data, ambulance/helicopter run sheets, autopsy reports, photographs, and crash reconstruction reports.

*Trauma Fellow*: Identifies eligible study patients and obtains the consent of the patients. Documents all injury data and follows the patients throughout their hospital stay. Provides valuable insight into the case history of each patient and presents clinical observations at case review meetings.

*Trauma Technician*: Assists the Trauma Fellow in identifying eligible study patients and obtaining the consent of these patients. Takes photographs of patient injuries and collects x-rays, CT scans, etc. for presentation at case reviews.

*Social Worker*: Interviews patients at the time of admission regarding circumstances of the crash, psycho social characteristics, risk-taking behaviors, etc. Obtains baseline and 6- and 12-month follow-up data on patient outcomes.

*Graduate Research Assistant*: Examines epidemiological trends in motor vehicle injuries. Abstracts autopsy reports from the proper local or state authorities.

*Crash Investigator*: Locates the vehicle(s) involved in the crash. Performs detailed, NASS quality crash reconstruction, documenting damage profiles, crush measurements, intrusions, occupant contact points, etc. Presents findings at case review meeting and participates in multi-disciplinary discussions concerning injury-producing mechanisms.

### 3. Specific Work Requirements

Medical/Crash cases selected for inclusion shall follow the criteria outlined in Appendix 1, "2005 CIREN Case Inclusion Criteria for Adults (13+)" and "2005 CIREN Inclusion Criteria for Infants and Children (12 and Under)" of this **Federal Register** Notice. Utilizing the Automated Data Collection and Processing System provided by Volpe, the Grantee CIREN Center shall:

(A) *Collect Occupant and Injury Data*. Collect occupant information and injury data, including a narrative description of all injuries, relevant test results (including x-rays, MRIs, CT-scans), pre-hospital and hospital medical data, rehabilitation and residual medical condition data, and available medical costs. Coding of enhanced injury information is derived from a variety of

sources including the National Trauma Registry, the Orthopedic Trauma Association, CPT Codes, ICDM, and the EMS National Guidelines.

The Grantee CIREN Center's medical team shall obtain patient consent prior to enrolling the patient in CIREN. Pertinent medical history and medical records detailing all care given the patient as a result of the motor vehicle crash shall be obtained and entered into the database. The SF 36 questionnaire shall be given to adult patients and the Pediatric Quality of Life questionnaire to all children (or their appropriate guardians) prior to discharge, and arrangements shall be made for completion of the 6-month and 12-month follow-up questionnaire to track outcome measurements. The team shall review injury information to ensure that all injuries have been identified, documented through photographs or radiological images, and coded per established NASS AIS-90 protocols (familiarity with the Association for the Advancement of Automotive Medicine's injury coding scheme will facilitate the fulfillment of this requirement).

The number of medical/crash cases completed will depend on the level of effort the Grantee CIREN Center addresses in its work proposal. CIREN medical/crash cases are generally limited to people who are seriously injured in motor vehicle crashes and transported to the center participating in the study. Medical/crash cases will be selected based on CIREN criteria at the time of enrollment. Medical/crash cases are selected based on NHTSA priority issues. There are separate criteria for adults and children.

The medical team also must obtain Institutional Review Board (IRB) approval for research objectives. The team should refer to the **Federal Register** Notice (Vol. 68, No. 59, page 15039) dated March 27, 2003, announcing NHTSA's status as a "public health authority" in gaining IRB approval to promote thorough and complete data access collection.

At least one of the Principal Investigators must be a clinically active emergency room trauma surgeon or a clinically active emergency medicine physician or a clinically active specialist with experience relating to diagnosis and treatment of motor vehicle injuries and must be affiliated closely with a Level One Trauma Center.

(B) *Collect Crash Data*. Collect crash reconstruction data, including detailed scene and vehicle inspections. Scene inspections shall include retrieval of physical evidence, determination of the location, direction and speed of

vehicle(s) and measurement of tire marks. Crush profile, deltaV, and Collision Deformation Classification (CDC) must be determined.

Exterior vehicle inspections shall include detailed measurements of crash damage including amount of crush. Interior vehicle inspections shall include examination of glazing, restraint systems, steering column, seats and other interior components to document precisely the extent of damage (intrusion) and occupant contact points.

Crash scene photographs should depict each involved vehicle's pre-impact path of travel, point of impact and post-impact trajectory to final rest. Photographs of the vehicle shall include shots from all angles, with and without any gauges. Digital vehicle photographs shall be taken as specified in the "National Automotive Sampling System CDS Digital Photography Guidelines" (dated January 2002), provided to the Grantee CIREN Center.

*(C) Investigate and Reconstruct the Crash.* Undertake to investigate and reconstruct the crash and document injuries sustained. The reconstructions will attempt to determine the location, crash direction and magnitude of the vehicle impact(s) and their relation to passenger compartment integrity.

The crash investigator shall use the software package VISIO to draw and document the crash scene and shall be familiar with the functioning of various automotive components, including but not limited to air bags, safety belts, pretensioners, and event data recorders. The crash investigator shall be knowledgeable on basic inspection techniques for the exterior of the vehicle including crush measurement techniques. The crash investigator also shall be knowledgeable about basic inspection techniques for the interior of the vehicle including occupant seats, integrity, glazing, occupant area contact points, and intrusion.

*(D) Conduct Monthly Case Reviews.* The Grantee CIREN Center shall conduct monthly medical/crash case review meetings to critique its own medical/crash cases including a quality control review of the data to help ensure more thorough acquisition, reporting, and coding of the crash and injury data. Crash dynamics shall be reviewed in order to enhance further the accuracy of injury source determination. The Grantee CIREN Center shall notify the NHTSA COTR and NHTSA CIREN Program Manager via email of the date, time, and place of the meeting at least two (2) weeks prior to the meeting date. The notification also shall include the year, make, model of the crash vehicles and information on the case occupant

(age, sex, seating location and injuries sustained).

Each medical/crash case must be reviewed within ninety (90) business days of the case discharge date. Discussion at the monthly medical/crash case review meetings shall review all aspects of each crash (*i.e.*, scene diagram, vehicle movement, vehicle crush, vehicle intrusion, occupant location, occupant injuries and occupant kinematics). These reviews shall facilitate feedback to determine the completeness and accuracy of the data. These reviews shall include appropriate professional input from the multi-disciplinary team members based on their specific areas of expertise.

*(E) Participate in Special Research Programs.* The Grantee CIREN Center may be asked to participate in special research programs when its area of expertise is needed to respond to NHTSA's priority research goals. The Grantee may be requested, secondary to area of expertise, to work directly with NHTSA on priority projects. This work effort may be substituted for one or more research paper requirements output for that particular Grantee subject to NHTSA's discretion.

#### 4. Security Requirements

CIREN deals with highly sensitive material that must not be exposed to improper access within the Grantee CIREN Center, across other CIREN centers, or across the wide area network. Personal and location data identifiers must not be accessible outside the Grantee CIREN Center originally acquiring the data.

The Grantee CIREN Center shall follow established sanitization procedures for personally identifiable information as outlined in Appendix 2, "Special Provisions" of this **Federal Register** Notice. Information released to the general public shall not include any "personal and/or location identifiers" or any "sensitive medical information" as defined in Appendix 2 of this **Federal Register** Notice and shall not be traceable back to the CIREN collection site or Center.

#### 5. Processing Requirements

Certain processing requirements must be in place in order to expedite crash investigation procedures and crash documentation, as well as documentation of initial treatment. These include the establishment and maintenance of a good working relationship with law enforcement agencies, tow yards, EMS staff, and rehabilitation clinics.

Procedures shall be established for monthly in-house medical/crash case

reviews. These reviews shall include detailed discussion of the CIREN cases, including all medical and crash-related data. These reviews shall take place before cases are submitted to NHTSA's quality assurance contractor for Quality Control.

The project will involve participation in the systematic collection and evaluation of new data concerning motor vehicle crashes by a multi-center network. The outcomes/products of this project may include publication in a professional journal and/or presentations at professional meetings. Participation at CIREN meetings (quarterly, team, grand rounds, etc.) is also required.

#### 6. Computer Equipment

Equipment required for work under an awarded Cooperative Agreement will be furnished by NHTSA as part of each Grantee CIREN Center's cost under the Agreement and will remain government-owned equipment. The cost of equipment will be charged against the Grantee's award amount. Grantees shall include a line item for \$10,000 for each site in their budget for the base year to cover the cost of this equipment.

During the period of performance of the Agreement, the Grantee CIREN Center will coordinate the planned purchase of all new or replacement computer systems (hardware and software) with computer personnel at the Volpe Center in defining the system specifications for the planned purchase. The Volpe Center is the centralized repository for the CIREN system and all CIREN data. System compatibility is a critical component of the CIREN network and this coordination is considered vital to maintaining system viability.

The NHTSA COTR and Volpe must approve new equipment before purchasing if reimbursement is requested from CIREN funds. Equipment not approved will not be permitted to connect to the CIREN network.

Grantees shall include a line item for \$5,000 in their budget for option year three (3) to cover the cost of replacing any outdated equipment.

The Grantee CIREN Center is responsible for keeping up to date on new versions of software as prescribed by Volpe. The Grantee CIREN Center shall have in-house Information Technology (IT) support and have, or arrange to have installed, a FTS 2000 T-1 line and be responsible for its monthly maintenance fees which will be deducted from the award total. This T1 line is dedicated to the CIREN through the FTS2000 provider and is connected

to the CIREN server. This server must be installed in a secure location. Past experience has shown that the minimal lead time for new installations is 60 days. If the Applicant will require this line to be installed, provide the physical location (room number, street address, including cross streets) where this server will be housed. Every effort will be made by the NHTSA COTR to expedite this installation. The T1 line installation and configuration cost is \$4,000 for each new site. This is a one-time charge and includes the installation fee and the labor required to coordinate and configure the T1 line into the CIREN system. Grantees shall include a line item in their budget for the base year for this expense. Maintenance of the T1 line is a continuing charge of \$550.00 per month that will be paid by the Grantee.

Grantees shall include a line item in their budget for the base year and all option years for this item.

**XIV. Application Review Process and Evaluation Factors**

Each application package will be reviewed initially to confirm that the Applicant is an eligible candidate (as described under Eligibility Requirements) and has included all of the items specified in the Application Procedure section of this **Federal Register** Notice. The NHTSA Evaluation Committee will evaluate applications submitted by eligible candidates. Awards may be made to multiple offerors in any combination of the three (3) performance levels, as indicated in Section IV of the **Federal Register** Notice. It is anticipated that awards will be made in April 2005. The applications

will be evaluated using the following criteria (listed in descending order of importance).

Factor	Weights
Factor 1. Work Plan, Technical Approach and Technical Capability and Understanding .....	40
Factor 2. Personnel Qualifications, Management Capabilities .....	30
Factor 3. Corporate Experience .....	15
Factor 4. Past Performance and Financial Responsibility .....	15

The proposed scoring system is based on a score of 1,000, which is the maximum score a proposal can accumulate by receiving an outstanding rating on each evaluation factor. The quality rating scheme and evaluation factor weights are:

Factor	Score	Weight	Maximum
1 .....	0-10	40	400
2 .....	0-10	30	300
3 .....	0-10	15	150
4 .....	0-10	15	150

As shown below, each evaluation factor can receive a maximum score of ten points in accordance with the following quality-rating scheme and definitions:

- 0.0-3.9 Unsatisfactory.
- 4.0-6.9 Below Average.
- 7.0-7.9 Average.
- 8.0-8.9 Above Average.
- 9.0-10.0 Outstanding.

0.0-3.9 Unsatisfactory—Grossly insufficient detail or inadequate approach, methods, organization, or capabilities. Serious deficiencies exist in significant areas; the proposal cannot be expected to meet the minimum **Federal Register** Notice requirements without major revisions. Or the proposal is so deficient that it is not capable of being evaluated.

4.0-6.9 Below Average—Fails to meet the minimum **Federal Register** Notice requirements, but is of such a nature that it has correction potential without major revisions to the proposal.

7.0-7.9 Average—Generally meets minimum **Federal Register** Notice requirements; responds to all major aspects of the **Federal Register** Notice; capable of achieving desired objectives of the procurement.

8.0-8.9 Above Average—Extensive and detailed response to all **Federal Register** Notice requirements; potential for high quality performance results in one or more areas covered by the procurement.

9.0-10.0 Outstanding—Comprehensive, in-depth response to all **Federal Register** Notice requirements; professionally superior approach. Consistently high quality performance results likely in all major areas covered by the procurement.

1. Factor 1. Work Plan, Technical Approach, and Technical Capability and Understanding. Weight: 40. The evaluation of the Applicant's proposal shall include:

(A) The adequacy of the Applicant's plan to enroll cases; complete tasks associated with the initiating, tracking, and submission of enrolled cases; and perform in-house quality control;

(B) The adequacy of Applicant's staffing plan;

(C) The Applicant's degree of understanding of trauma system injury coding and the methodologies used in an electronic data collection system;

(D) The Applicant's ability to effectively communicate results of research efforts in publications.

2. Factor 2. Personnel Qualifications, Management Capabilities. Weight: 30. This evaluation shall measure the qualifications of the Applicant's proposed Principal Investigator and other team members as demonstrated by their personnel's resumes and organizational chart with respect to the following:

(A) The proposed Principal Investigator's experience in the

management of, collection, coding, and validation of medical data;

(B) The proposed team members' experience in verifying crash-related physical evidence with the reported injury, injury mechanism, occupant kinematics, damage severity, and restraint usage;

(C) The proposed team members' experience in applying scientific theories and in analyzing physical evidence, substantiating injury mechanisms, and reconstructing crash events and speeds;

(D) The experience of the proposed Project Coordinator in managing the prospective research program.

(E) Demonstrated proof (submission of 3 years of trauma registry data) that Applicant's medical institution receives a sufficient number of motor vehicle crash victims from which cases can be selected for the CIREN program.

3. Factor 3. Corporate Experience Weight: 15. The Applicant's corporate experience on previous Assistance Agreements and/or Contracts shall be evaluated. This evaluation shall include:

(A) The Applicant's demonstrated experience in managing a multi-disciplinary research project and in operating a business enterprise as evidenced by the organization of the entity; previous experience collecting medical data and conducting in-depth crash reconstruction and investigations; experience in obtaining IRB approval for

research objectives; and understanding of related highway safety programs;

(B) The Applicant's level of experience with on-site, real-time capture of patients; data collection activities; and delivery of products in the form of research papers, technical presentations, etc. to diverse audiences.

4. Factor 4. Past Performance and Financial Responsibility. Weight: 15. The Applicant's past performance and the extent to which the Applicant has fulfilled its performance and financial obligations on previous Assistance Agreements and/or Contracts shall be evaluated. This evaluation shall include:

(A) The Applicant's record of complying with the terms and conditions applicable to previous Assistance Agreements and/or Contracts, including the quality of services or deliverables provided and the adherence to milestones and performance and delivery schedules;

(B) The degree to which the Applicant efficiently achieved the purposes of previous Assistance Agreements and/or Contracts within the approved budget;

(C) The degree to which the proposed Grantee complied with the terms and conditions of previous Assistance Agreements and/or Contracts;

(D) The degree to which the proposed Grantee complied with applicable Office of Management and Budget (OMB) Circulars and/or the Federal Acquisition Regulation on previous Assistance Agreements and/or Contracts;

(E) The level of financial stability possessed by the proposed Grantee.

#### **XV. Terms and Conditions of Award**

Prior to award, each applicant shall comply with the certification requirements of 49 CFR part 20, Department of Transportation New Restrictions on Lobbying, and 49 CFR part 29, Department of Transportation Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirement for Drug Free Work Place (Grants). Certification requirements are electronically available for download at <http://www.whitehouse.gov/omb/grants/index.html>.

In addition, prior to award each applicant shall comply with the NHTSA General Provisions for Assistance Agreements. (Attached as Appendix 5.) The following exceptions to the NHTSA General Provisions for Assistance Agreements apply:

Section 2 (Allowable Costs): Item (c) is not applicable to this requirement.

Section 5 (Data Collection): This section is not applicable to this requirement.

Section 7 (Rights in Data): This section is not applicable to this requirement. (See Appendix 2 Special Provisions for appropriate related material).

#### **XVI. Reporting Requirements and Deliverables/Milestones of the Cooperative Agreement**

An awarded Cooperative Agreement will include the following requirements:

##### *1. Progress Reports*

The Grantee CIREN Center shall provide quarterly progress reports to NHTSA. These reports shall describe work completed to date, any identified problem areas or concerns, and recommended solutions, including technical assistance from any of the parties in the Cooperative Agreement.

##### *2. Financial Reports*

The Grantee CIREN Center shall provide quarterly financial reports to NHTSA. These reports shall include all costs for the current period, as well as cumulative costs. The Center is expected to stay within budget and provide a summary of expenditures using the following categories:

(A) *Personnel*: Provide level of effort (percentage of time spent) and salary or estimated compensation. Include rate data for fringe benefits.

(B) *Travel and Accommodations*: Travel and related costs are to be provided for all travel performed in support of the Cooperative Agreement. These costs include travel and other related expenses for essential staff to participate at CIREN conferences. Grantee and staff shall ensure that claims for hotel and meals are within maximum allowable per diem and will make every effort to obtain the lowest transportation fares available.

(C) *Supplies*: Provide cost of office supplies, photographic slides, film and processing, postage/delivery, and copying charges.

(D) *Other Direct Costs*: Include any other cost items deemed by the parties to be necessary and allowable as a direct expense to the effort, such as preparation of conference materials and publication costs resulting from publications directly relating to the Cooperative Agreement.

(E) *Indirect Costs*: Include indirect costs allowable to the effort in accordance with the Grantee CIREN Center's negotiated indirect costs rate agreement established with the cognizant federal audit agency.

##### *3. Property Inventory*

The Grantee CIREN Center shall maintain all Government-furnished equipment or Government acquired equipment in working order. The Grantee CIREN Center shall provide NHTSA with a yearly listing of all Government-furnished equipment or Government acquired equipment on the Contractor Inventory Schedule (NHTSA Form HS-324). The Grantee CIREN Center shall not dispose of any equipment without the prior written approval of the COTR.

##### *4. Requirements for Printed Material*

The print materials must be provided to NHTSA in both laser format and appropriate media formats (disk, CD-ROM).

##### *5. Program Materials*

Presentation materials for CIREN public meetings shall be submitted within two (2) weeks of the presentation and shall be submitted in the following formats for placement on CIREN's homepage of the World Wide Web:

- Original application format, for example, \*.doc \*.ppt; etc.
- Section 508 compliancy checklist.
- A PDF file for viewing with Adobe Acrobat.
- An HTML file.

Contractors preparing publications for NHTSA must submit them in a format ready for posting on the Web. All documents must be Section 508 compliant and both Netscape (versions 4.0 or later) and Internet Explorer (versions 5.0 or later) compliant. All Web/HTML documents must comply with the accessibility standards of 36 CFR § 1194.22 that implement Section 508 of the Rehabilitation Act of 1973. All submissions shall include a completed web-based Internet Information and Application Section 508 Checklist. These standards and guidelines are available for viewing in greater detail at the Access Board Web Site at: <http://www.access-board.gov/sec508/guide/1194.22.htm>.

Issued on: December 3, 2004.

**William T. Hollowell,**

*Acting Associate Administrator for Vehicle Safety Research.*

## APPENDIX 1.—2005 CIREN CASE INCLUSION CRITERIA FOR ADULTS (13+)

Crash type	Crash direction	Vehicle criteria	Restraint criteria	Occupant positions	Injury thresholds	Case priorities/issues
Frontal .....	10 to 2 o'clock ..... Full frontal Offset frontal	CY-8 yrs .....	Airbag, Airbag and Belt.	Front row ....	AIS $\geq$ 3 or * ..	<ul style="list-style-type: none"> <li>Airbag or airbag + belt/other safety tech.:               <ul style="list-style-type: none"> <li>—low delta V (below test std) with high AIS (ISS 13+)</li> <li>—high delta V (above test std) with low AIS (ISS 8–12).</li> </ul> </li> <li>Fatality (worthy of review: useful crash scenario, complete autopsy (scan/capture))*non-catastrophic*.</li> </ul>
Side .....	8 to 10 o'clock ..... 2 to 4 o'clock	CY-8 yrs ..... FMVSS No 214 Compliant	Any and all, including unrestrained on struck side and far side.	Any .....	AIS $\geq$ 3 or * ..	<ul style="list-style-type: none"> <li>Occupant on struck side, far side, and or side impact where airbag deploys at the case occupant position               <ul style="list-style-type: none"> <li>—low delta V (below test std) with high AIS (ISS 13+)</li> <li>—high delta V (above test std) with low AIS (ISS 8–12).</li> </ul> </li> <li>Fatality (worthy of review: useful crash scenario, complete autopsy (scan/capture)) *non- catastrophic*.</li> </ul>
Rollover .....	All .....	CY-8 yrs ..... FMVSS NO 214 Compliant	Any and all, including unrestrained (EXCEPTION = 100% EJECTION).	Any .....	AIS $\geq$ 3 or * ..	<ul style="list-style-type: none"> <li>Vehicles equipped with rollover curtains/other safety tech. (pretension belts, Adv. Airbags).</li> <li>Fatality (worthy of review: useful crash scenario, complete autopsy (scan/capture)) *non-catastrophic*.</li> </ul>
Fire .....	All .....	Any .....	Any and all, including unrestrained.	Any .....	AIS $\geq$ 2 .....	<ul style="list-style-type: none"> <li>Burn injury is AIS<math>\geq</math>2</li> <li>Fuel system failure to cause fire.</li> </ul>
PI Special Interest**	Any .....	Any .....	Any .....	Any .....	Any .....	<ul style="list-style-type: none"> <li>Maximum of 10% of sites total year case count +.</li> <li>Must get NHTSA approval prior**.</li> </ul>
Success Case*** .....	Any .....	CY-8 yrs .....	Appropriate restraint usage (belt and/or airbag).	Any .....	Any .....	<ul style="list-style-type: none"> <li>High energy crashes with little or no injury to the case occupant (ISS 0–7).</li> <li>Fatalities or seriously injured occupant in the same vehicle w/comparable restraint/scenario.</li> <li>Must get NHTSA approval prior***.</li> </ul>

\*AIS of 2 in 2 or more body regions with medical significance.

\*AIS of 2 in the lower extremity with articular injury, peri-prosthetic fractures, or spine injuries requiring operative fixation or halo.

\*\*Max. PI SI cases allowed per site per year would be 5 based on a 50 case enrollment. Site personnel must contact Mark Scarboro or Cathy McCullough from NHTSA to obtain approval prior to case occupant enrollment.

\*\*\*Cases must be extraordinary for consideration—NHTSA approval required.

## APPENDIX 1.—2005 CIREN INCLUSION CRITERIA FOR INFANTS AND CHILDREN (12 AND UNDER)

Crash type	Crash direction	Vehicle criteria	Restraint criteria	Occupant positions	Injury thresholds	Case priorities/issues
Frontal .....	10 to 2 o'clock ..... Full frontal Offset frontal	Any .....	—CRS used by case occupant.	Front ..... Any .....	AIS $\geq$ 1 ..... AIS $\geq$ 2 .....	<ul style="list-style-type: none"> <li>Airbag deployment at occupant position.</li> <li>Advanced airbag systems.</li> <li>Curtain type airbags.</li> <li>Safety belt pretensioners.</li> <li>Fatality (worthy of review: useful crash scenario, complete autopsy (scan/capture)).</li> <li>CRS misuse.</li> </ul>
Side .....	8 to 10 o'clock ..... 2 to 4 o'clock	FVMSS NO 214 Compliant.	—CRS used by case occupant. —2 or 3 point manual belt —Side Airbag w/wo belt —Low priority = unrestrained	Any .....	AIS $\geq$ 2 .....	<ul style="list-style-type: none"> <li>Side airbag systems.</li> <li>CRS misuse.</li> <li>Integrated 3 pt belts in position 22,32...</li> <li>Fatality (worthy of review: useful crash scenario, complete autopsy (scan/capture)).</li> </ul>
Rear .....	4 to 8 o'clock .....	Any .....	—Rear facing CRS used by case occupant.	Any .....	AIS $\geq$ 2 .....	<ul style="list-style-type: none"> <li>CRS misuse.</li> <li>Fatality (worthy of review: useful crash scenario, complete autopsy (scan/capture)).</li> </ul>

APPENDIX 1.—2005 CIREN INCLUSION CRITERIA FOR INFANTS AND CHILDREN (12 AND UNDER)—Continued

Crash type	Crash direction	Vehicle criteria	Restraint criteria	Occupant positions	Injury thresholds	Case priorities/issues
Rollover .....	N/A .....	FVMSS NO 214 Compliant.	—CRS used by case occupant. —2 or 3 point manual belt —Airbag w/wo belt —Low priority = unrestrained	Any .....	AIS>=2 .....	<ul style="list-style-type: none"> <li>• Side airbag systems and roll curtains.</li> <li>• Safety belt pretensioners</li> <li>• Fatality (worthy of review: useful crash scenario, complete autopsy (scan/capture)).</li> </ul>
Fire .....	N/A .....	Any .....	Any .....	Any .....	AIS≥=2 .....	<ul style="list-style-type: none"> <li>• Fatality (worthy of review: useful crash scenario, complete autopsy (scan/capture)).</li> <li>• Fuel system failure to cause fire.</li> </ul>
PI Special Interest **	Any .....	Any .....	Any .....	Any .....	Any .....	Maximum of 10% of sites total year case count. Must get NHTSA approval prior**.
Success Case ** .....	Any .....	Any .....	—Properly used and appropriate restraint type.	Any .....	N/A .....	<ul style="list-style-type: none"> <li>• High energy crashes with little or no injury to the child/infant occupant.</li> <li>• Fatalities in the same vehicle (Must get NHTSA approval prior**).</li> </ul>

\*\*Site personnel must contact Mark Scarboro or Cathy McCullough from NHTSA to obtain approval prior to case occupant enrollment on these cases.

**Appendix 2—Special Provisions**

A. *CIREN Data Collection Requirements.*  
The CIREN database, as configured at this time, consists of approximately 900 discrete fields of data concerning motor vehicle crashes relating to crash reconstruction and medical injury profiles. Information collected for each case and about each case occupant must be sufficient to ensure data input for each of these fields of data, where applicable and available. The exact configuration of the CIREN database is subject to change as periodic upgrades are made to the system.

B. *Protection of Individual Privacy.*

1. *Personal and/or Location Identifiers.*

Personal and/or Location Identifiers, which may be discrete (e.g., database elements) or visual (e.g., photographs that include the face, without masking), shall not be included in the CIREN database. The following information is deemed to be “Personal and/or Location Identifiers”:

*Discrete Identifiers:*

- Patient’s name, address, telephone number
- Social Security Number, patient ID number
- Specific location identifiers (e.g., town, city, county, state, road name)
- Employment information
- Driver license number, license plate
- Vehicle Identification Number\*
- Date of birth\*\*
- Date of accident\*\*\*
- Time of accident\*\*\*\*

\* Last six digits (sequential production portion) of VIN will not appear in the CIREN database.

\*\* Age only will appear in the CIREN database.

\*\*\* Month and year only will appear in the CIREN database.

\*\*\*\* “Morning,” “Afternoon” or “Evening” only will appear in the public CIREN database.

*Visual Identifiers:* All photographs, drawings, etc., with recognizable identifiers to personal identity or to location of the crash. This includes unmasked photographs of faces, license plates, car vendor bumper

plates, store signs, locality signs, and road signs.

2. *Sensitive Medical Information:* Sensitive Medical Information shall be included in the database only in specially designated fields, as directed by Volpe or NHTSA. The following information is deemed to be Sensitive Medical Information:

Patient photographs, X-rays, CT-Scans, MRIs, detailed medical information and/or history (e.g., surgical procedures and medical treatments, pre-existing medical conditions, laboratory results).

3. *Sanitization and Data Segregability.* The Grantee CIREN Center, NHTSA, NHTSA’s quality assurance contractor and Volpe shall work cooperatively to ensure that all data has been properly sanitized to remove all Personal and/or Location Identifiers, before the data are added to the CIREN database, and that all Sensitive Medical Information resides only in specially designated fields, so that such information is segregable from the remaining information in the database.

4. *Consent and Dissemination.* The Grantee CIREN Center shall be responsible for obtaining informed consent for each case occupant, to the extent required by its Institutional Review Board. The Grantee CIREN Center shall ensure that such informed consent is sufficient under its established policies and procedures and consistent with applicable laws and regulations, to enable the information collected to be used and disseminated in full accord with the terms and restrictions of the Cooperative Agreement.

C. *Rights in Data and Use of Information.*

1. *In General.* For the purposes of this paragraph, CIREN Tier 1 Data means all sanitized data resident in the CIREN database, excluding Sensitive Medical Information, as described above but including injury coding information based on the Abbreviated Injury Scale used by NHTSA; and CIREN Tier 2 Data means all sanitized data resident in the CIREN database, without exclusions.

2. *CIREN Tier 1 Data.* CIREN Tier 1 Data shall be considered to be in the public

domain and available for access or release by or to any person. The parties to the Cooperative Agreement shall have unlimited rights to use, disclose, or reproduce such data and to prepare derivative works, distribute copies to the public, and display such data publicly, in any manner or for any purpose permitted by law.

3. *CIREN Tier 2 Data.*

(a) Except as provided in Section C.3(b) of Appendix 2, access to CIREN Tier 2 Data shall be limited to trauma centers that are CIREN participants and the research sponsors (if any) that are parties to their agreements, NHTSA and its agents and contractors, and Volpe. Use of this data shall be strictly limited to the research purposes of the Cooperative Agreement in furtherance of traffic safety, medical research to reduce motor vehicle crash injuries, and improved vehicle design. Any other use is prohibited. Without limiting the generality of the foregoing, prohibited uses include but are not limited to any use in support of offensive or defensive litigation. NHTSA will protect all Sensitive Medical Information residing in the CIREN database from public dissemination to the full extent authorized by 5 U.S.C. 552.

(b) The parties understand that, from time to time, access to CIREN Tier 2 Data by others may properly be authorized, by NHTSA only, for limited research purposes in furtherance of vehicle or traffic safety, injury reduction, and improved vehicle design, and subject to strict limitations against further disclosure. NHTSA agrees that any such authorization shall be subject to all applicable laws, regulations, policies, and procedures.

D. *Dissemination of Information By Educational Institutions.*

1. *Publications.* The Department of Transportation (“DOT”) desires widespread dissemination of the results of supported transportation research. Accordingly, the Grantee CIREN Center may publish documented research results in professional journals, books, trade publications, or other appropriate media. All costs of such academic publications shall be borne by the Grantee CIREN Center and shall not be

charged to NHTSA and/or Volpe under the Cooperative Agreement or any other Federal agreement.

2. *Disclaimer.* Any copy of material published must contain an acknowledgment of NHTSA's support of the research effort with the cooperative agreement number and a disclaimer stating that the published material represents the position of the author(s) and not necessarily that of NHTSA. Articles for publication or papers to be presented to professional societies do not require authorization of NHTSA prior to release. However, two copies of each article shall be transmitted to the NHTSA COTR and

the CIREN program manager for Agency review at least two weeks prior to the date of release or publication. A copy of the final paper once it is published or presented shall be submitted to the NHTSA COTR and the CIREN program manager.

3. *Press Releases.* Press releases concerning the results or conclusions from any research conducted under the Cooperative Agreement shall not be made or otherwise distributed without the advance review and written consent of the other participating parties. Notwithstanding the foregoing, the parties may respond to media inquiries relating to articles or papers published or submitted for

publication pursuant to Section D.2 of Appendix 2 of the Cooperative Agreement without first obtaining the consent of any other party.

4. *No Waiver.* Notwithstanding the foregoing, publication or other presentation of data obtained through the Cooperative Agreement shall not release the Grantee CIREN Center or any of its employees from its obligation to prepare and submit other reports or case summaries containing the findings and results of research, as set forth in the Cooperative Agreement.

#### APPENDIX 3.—ANNUAL CIREN WORK PRODUCTION DELIVERABLES

Center level	Cases/yr	Papers/yr	2nd Qtr review cases enrolled	2nd Qtr review cases QC ready	2nd Qtr review paper submit	3rd Qtr review cases enrolled	3rd Qtr review cases QC ready	3rd Qtr review paper submit	Final Qtr cases enrolled	Final Qtr cases QC ready*	Final Qtr paper submit
<b>Level 1</b>											
Year 1 ...	45	3	23	8	1	33	20	2	45	32	3
Year 2–5	50	3	25	9	2	37	21	3	50	37	3
<b>Level 2</b>											
Year 1 ...	36	2	18	6	1	27	15	1	36	24	2
Year 2–5	40	2	20	7	1	30	16	2	40	30	2
<b>Level 3</b>											
Year 1 ...	27	1	14	4	0	20	10	1	27	16	1
Year 2–5	30	1	15	5	1	22	11	1	30	22	1

\* Cases not completed for QC in the enrollment year must be completed in the first quarter of the subsequent year.

Standard timeline for "QC Ready" = Four months from enrollment.

QC Ready or "In Review" status indicates completion and site review of a crash case with the exception of the outcome data (SF–36/Peds QL).

Outcome data is required for CIREN cases within 14 months of the original crash date.

Paper submission may be waived if the CIREN site is participating in research on specific issues for NHTSA (See Section XIII(3)(E)).

#### Appendix 4—Definition of Acronyms

AIS	Abbreviated Injury Scale
AIS–90	Abbreviated Injury Scale—1990 Version
CDC	Collision Deformation Classification
CDS	Crashworthiness Data System
CIREN	Crash Injury Research and Engineering Network
CPT	Current Procedural Terminology
CT	Computed Tomography
DOT	Department of Transportation
EMS	Emergency Medical Services
ICD–9	International Classification of Diseases—9th Edition
ICDM	International Classification of Diseases Modifications
IT	Information Technology
IRB	Institutional Review Board
MRI	Magnetic Resonance Image
NHTSA	National Highway Traffic Safety Administration
NASS	National Automotive Sampling System
OMB	Office of Management and Budget
OTA	Orthopaedic Trauma Assessment
SCI	Special Crash Investigations
T1	Type of Communication Circuit
U.S.	United States
VISIO	A software package used to create scene diagrams

#### Appendix 5—General Provisions for Assistance Agreements National Highway Traffic Safety Administration

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. <http://www.dot.gov/ost/m60/grant/49cfr18.htm>.

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. <http://www.dot.gov/ost/m60/grant/49cfr19.htm>.

49 CFR Part 20—Department of Transportation New Restrictions on Lobbying. <http://www.dot.gov/ost/m60/grant/49cfr20.htm>.

49 CFR Part 29—Department of Transportation Government-wide Debarment and Suspension (Nonprocurement) and Government-wide Requirements for Drug-Free Workplace (Grants). <http://www.dot.gov/ost/m60/grant/49cfr29.htm>.

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

- Definitions
- Allowable Costs
- Audit Requirements
- Standard Patent Rights
- Data Collection
- Protection of Individual Privacy
- Rights in Data
- Restrictions on Printing
- Other Administrative Provisions and Assurances
- Order of Precedence

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 in 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 of Federally-recognized Indian tribe 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 medial 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" (excepted 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) listing 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 (I) of the clause, entitled "Communications," shall read as follows:

(I) *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 acknowledgement of such support in any publication of 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, administrator 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 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable regulations. Violations. 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 individuals name or other particular identifier assigned to the individual. A system on individuals subject to the Act may not 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 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 that requires the design, development, or operation of a system of records on individuals that is subject to the Act.

c. For the 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 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 indemnifying 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, 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, computer databases, 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 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 data relating to items, components, or processes that are sufficient to enable physical and functional interchangeably, 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 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 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 publicity and display publicity, 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 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 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 paragraph e and f of this clause; and

(iv) Establish claim to copyright sustaining and 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 agreement 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 copyrights 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 publicity and display publicity, 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 publicity and display publicity, by or on its 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 in 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 reproduction 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 markings 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 subparagraph 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 anytime either return the data to the grantee, or cancel or ignore the markings. However, the following procedures shall apply prior to canceling 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 the 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 canceled 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 contempt 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 marking 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 hereunder.

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 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 greater 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 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 subdivision 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 database 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 paragraph 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 purpose 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 nongovernmental evaluators.

(iii) Use (except for manufactures) 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 of 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 withheld. 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 a 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) Use 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 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. Governments 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 otherwise written material requires 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 the 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 Department/Committee approval can be obtained.

d. These restrictions do not preclude the writing, editing, preparation of manuscript copy and related illustrations 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 occurrence in or approval of the solicitation or award of any third-party contract.

b. *Severability.* If any provisions of this agreement are 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 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).

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BILLING CODE 4910-59-P

## DEPARTMENT OF TRANSPORTATION

### National Highway Traffic Safety Administration

[Docket No. NHTSA-2004-19738]

#### Decision That Certain Nonconforming Motor Vehicles Are Eligible for Importation

**AGENCY:** National Highway Traffic Safety Administration (NHTSA), DOT.

**ACTION:** Notice of decision by NHTSA that certain nonconforming motor vehicles are eligible for importation.

**SUMMARY:** This document announces decisions by NHTSA that certain motor vehicles not originally manufactured to

comply with all applicable Federal motor vehicle safety standards are eligible for importation into the United States because they are substantially similar to vehicles originally manufactured for importation into and/or sale in the United States and certified by their manufacturers as complying with the safety standards, and they are capable of being readily altered to conform to the standards.

**DATES:** These decisions became effective on the dates specified in Annex A.

**FOR FURTHER INFORMATION CONTACT:** Coleman Sachs, Office of Vehicle Safety Compliance, NHTSA ((202) 366-3151).

#### SUPPLEMENTARY INFORMATION:

##### Background

Under 49 U.S.C. 30141(a)(1)(A), a motor vehicle that was not originally manufactured to conform to all applicable Federal motor vehicle safety standards shall be refused admission into the United States unless NHTSA has decided that the motor vehicle is substantially similar to a motor vehicle originally manufactured for importation into and sale in the United States, certified under 49 U.S.C. 30115, and of the same model year as the model of the motor vehicle to be compared, and is capable of being readily altered to conform to all applicable Federal motor vehicle safety standards.

Petitions for eligibility decisions may be submitted by either manufacturers or importers who have registered with NHTSA pursuant to 49 CFR part 592. As specified in 49 CFR 593.7, NHTSA publishes notice in the **Federal Register** of each petition that it receives, and affords interested persons an opportunity to comment on the petition. At the close of the comment period, NHTSA decides, on the basis of the petition and any comments that it has received, whether the vehicle is eligible for importation. The agency then publishes this decision in the **Federal Register**.

NHTSA received petitions from registered importers to decide whether the vehicles listed in Annex A to this notice are eligible for importation into the United States. To afford an opportunity for public comment, NHTSA published notice of these petitions as specified in Annex A. The reader is referred to those notices for a thorough description of the petitions. No substantive comments were received in response to these notices. Based on its review of the information submitted by the petitioners, NHTSA has decided to grant the petitions.

#### Vehicle Eligibility Number for Subject Vehicles

The importer of a vehicle admissible under any final decision must indicate on the form HS-7 accompanying entry the appropriate vehicle eligibility number indicating that the vehicle is eligible for entry. Vehicle eligibility numbers assigned to vehicles admissible under this decision are specified in Annex A.

#### Final Decision

Accordingly, on the basis of the foregoing, NHTSA has decided that each motor vehicle listed in Annex A to this notice, which was not originally manufactured to comply with all applicable Federal motor vehicle safety standards, is substantially similar to a motor vehicle manufactured for importation into and/or sale in the United States, and certified under 49 U.S.C. 30115, as specified in Annex A, and is capable of being readily altered to conform to all applicable Federal motor vehicle safety standards.

**Authority:** 49 U.S.C. 30141(a)(1)(A) and (b)(1); 49 CFR 593.8; delegations of authority at 49 CFR 1.50 and 501.8.

**Claude H. Harris,**

*Director, Office of Vehicle Safety Compliance.*

#### Annex A—Nonconforming Motor Vehicles Decided To Be Eligible for Importation

1. *Docket No. NHTSA-2004-17647*

*Nonconforming Vehicles:* 2001-2002 Mercedes Benz C-320 (203) Passenger Cars.

*Substantially Similar U.S.-Certified Vehicles:* 2001-2002 Mercedes Benz C-320 (203) Passenger Cars.

*Notice of Petition Published at:* 69 FR 24705 (May 4, 2004).

*Vehicle Eligibility Number:* VSP-441 (effective date June 15, 2004).

2. *Docket No. NHTSA-2004-17766*

*Nonconforming Vehicles:* 2002-2004 Mercedes Benz S-Class (220) Passenger Cars.

*Substantially Similar U.S.-Certified Vehicles:* 2002-2004 Mercedes Benz S-Class (220) Passenger Cars.

*Notice of Petition Published at:* 69 FR 29164 (May 20, 2004).

*Vehicle Eligibility Number:* VSP-442 (effective date June 28, 2004).

3. *Docket No. NHTSA-2004-18610*

*Nonconforming Vehicles:* 1999 Cagiva Gran Canyon 900 Motorcycles.

*Substantially Similar U.S.-Certified Vehicles:* 1999 Cagiva Gran Canyon 900 Motorcycles.

*Notice of Petition Published at:* 69 FR 45110 (July 28, 2004).

*Vehicle Eligibility Number:* VSP-444 (effective date September 2, 2004).

4. *Docket No. NHTSA-2004-18647*

*Nonconforming Vehicles:* 2004 Ferrari 360 Series Passenger Cars.