

Department of Transportation  
Pipeline and Hazardous Materials Safety Administration (PHMSA)

Grant and Cooperative Agreement  
Terms and Conditions

Table of Contents

|  |    |
|--|----|
| 1. Definitions .....   | 2  |
| 2. Recipient Responsibilities .....  | 2  |
| 3. Compliance with Award Terms and Conditions .....  | 3  |
| 4. Order of Precedence.....  | 3  |
| 5. Applicable Federal Law and Regulations .....  | 3  |
| 6. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200).....    | 6  |
| 7. Federal Law and Public Policy Requirements.....   | 6  |
| 8. Restrictions on Use of Funds for: Lobbying, Support of Litigation, or Direct Advocacy                               | 6  |
| 9. Nondiscrimination.....  | 7  |
| 10. Government-wide Debarment and Suspension (Non-procurement) .....   | 7  |
| 11. Drug-Free Workplace .....  | 7  |
| 12. eInvoicing (PHMSA May 2024) .....  | 7  |
| 13. Payments (PHMSA May 2024) .....  | 9  |
| 14. Adherence to Original Project Objectives and Budget Estimates .....  | 11 |
| 15. Prior Approvals.....   | 11 |
| 16. Seat Belt Use Policies and Programs .....  | 12 |
| 17. Ban on Text Messaging While Driving.....   | 12 |
| 18. Rights in Technical Data.....  | 13 |
| 19. Access to Results of Federally Funded Scientific Research (PHMSA July 2016) .....                                  | 13 |
| 20. Notice of News Releases, Public Announcements, and Presentations .....   | 14 |
| 21. Violation of Award Terms .....   | 14 |
| 22. Reporting Fraud, Waste, or Abuse.....  | 15 |
| 23. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA May, 2024) .....                             | 15 |
| 24. 811, Call Before You Dig Program (PHMSA May 2024) .....  | 18 |
| 25. Access to Electronic and Information Technology (PHMSA May 2024).....  | 18 |
| 26. Combating Trafficking in Persons (PHMSA May 2024).....   | 18 |
| 27. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA May 2024)..... | 19 |
| 28. Preference for American Industry (PHMSA May 2024).....   | 20 |
| 29. Small and Disadvantaged Business Requirements.....   | 20 |

## 1. Definitions

- a) **Recipient** – A non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term “recipient” does not include subrecipients.
- b) **Agreement Officer (AO)** – The AO has full authority to negotiate, administer, and execute all business matters of the award. Further, should any changes to the scope, budget, schedule, or any other terms become necessary, only the AO has the authority to amend the award.
- c) **Agreement Administrator (AA)** – The AA is responsible for the daily administration of the award. The AA is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligates the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- d) **Agreement Officer’s Representative (AOR)** – The AOR assists in monitoring the work under the award. The AOR will oversee the technical administration of the award and will act as a technical liaison with the performing organization. The AOR is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the award, to make any commitments that otherwise obligate the Government or authorize changes which affect the award budget, delivery schedule, period of performance, or other terms and conditions.
- e) **Principal Investigator (PI)** – The PI is the individual designated by the Recipient and approved by PHMSA who is responsible for the technical direction of the project. The PI cannot be changed or become someone substantially less involved than was indicated in the Recipient’s proposal, without prior written approval of the Agreement Officer.
- f) **Technical Task Inspector (TTI)** – The TTI assists the AOR in monitoring the technical work under the agreement. The TTI is the primary technical liaison between the Recipient and the AOR, monitoring/guiding the project execution at the ground level. This involves reviewing project reports, conducting at least one site visit, and attending progress meetings (virtually). The TTI is NOT AUTHORIZED to change the scope, budget, specifications, and terms and conditions as stated in the agreement; to make any commitments that otherwise obligate the Government; or to authorize changes which affect the agreement budget, delivery schedule, period of performance, or other terms and conditions.

## 2. Recipient Responsibilities

In accepting a PHMSA financial assistance award (grant or cooperative agreement), the Recipient assumes legal, financial, administrative, and programmatic responsibility for administering the award in accordance with the laws, rules,

regulations, and Executive Orders (E.O.) governing grants and cooperative agreements, and these Award Terms and Conditions, including responsibility for complying with any provisions included in the award.

For publication or presentation by The Recipient or any Team Participant must contain a statement on the title page worded substantially as follows: “This research was funded in part under the Department of Transportation, Pipeline and Hazardous Materials Safety Administration’s Pipeline Safety Research and Development Program. The views and conclusions contained in this document are those of the authors and do not necessarily represent the views of PHMSA, the United States Department of Transportation, or the United States Government.” The above statement should be suitably modified to recognize all sources of Federal funding contributing to a specific project.

### **3. Compliance with Award Terms and Conditions**

Submission of a signed Request for Advance or Reimbursement (payment request) form constitutes the Recipient’s agreement to comply with and spend funds consistent with all the terms and conditions of this award. If PHMSA determines that noncompliance by the Recipient cannot be remedied by imposing additional conditions, PHMSA may take one or more of the following actions, as appropriate in the circumstances:

- a) Temporarily withhold cash payments pending correction of the deficiency by the Recipient.
- b) Disallow all, or part of, the cost of the activity or action not in compliance.
- c) Wholly or partly suspend or terminate the Federal award.
- d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180.
- e) Withhold further Federal awards for the project or program.
- f) Take other remedies that may be legally available.

### **4. Order of Precedence**

Any inconsistency or conflict in the terms and conditions specified in this award will be resolved according to the following order of precedence:

- a) The Federal statute authorizing this award or any other Federal statutes, laws, regulations, or directives directly affecting performance of this award.
- b) Terms and Conditions of this award.
- c)

### **5. Applicable Federal Law and Regulations**

By entering into this agreement for a FY 2025 Competitive Academic Agreement Program Grant, the Recipient assures and certifies, with respect to this Grant, that it will comply with all applicable Federal laws, regulations, executive orders, policies,

guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

General Federal Legislation

- a) Hatch Act - 5 U.S.C. §§ 1501, et seq., but see 49 U.S.C. § 5323(1)(2)
- b) Age Discrimination Act of 1975 - 42 U.S.C. §§ 6101, et seq.
- c) American Indian Religious Freedom Act, Pub. L. No. 95-341, as amended
- d) Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101, et seq.
- e) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. No. 91-616, as amended - 42 U.S.C. § 4541, et seq.
- f) Sections 523 and 527 of the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 290dd through 290dd-2
- g) Contract Work Hours and Safety Standards Act - 40 U.S.C. § 3701, et seq.
- h) National Environmental Policy Act of 1969 - 42 U.S.C. §§ 4321, et seq.
- i) Single Audit Act of 1984 - 31 U.S.C. §§ 7501, et seq.
- j) Americans with Disabilities Act of 1990 - 42 U.S.C. § 12101, et seq.
- k) Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. § 1681 through § 1683, and § 1685 through § 1687
- l) Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. § 794
- m) Title VI of the Civil Rights Act of 1964 - 42 U.S.C. §§ 2000d *et seq.*
- n) Title IX of the Federal Property and Administrative Services Act of 1949 - 40 U.S.C. §§ 1101 -1104, 541, et seq.
- o) Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352
- p) Freedom of Information Act - 5 U.S.C. § 552, as amended
- q) Section 4(f) of the Department of Transportation Act of 1966, 49 U.S.C. 303 and 23 U.S.C. § 138
- r) The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. No. 109-282, as amended by section 6202 of Pub. L. No. 110–252)
- s) Cargo Preference Act of 1954 – 46 U.S.C. § 55305
- t) Bringing in and harboring certain aliens – 8 U.S.C. 1324
- u) Aiding or assisting certain aliens to enter – 8 U.S.C. 1327

Executive Orders

- Executive Order 11990 – Protection of Wetlands
- Executive Order 12372 – Intergovernmental Review of Federal Programs
- Executive Order 12549 – Debarment and Suspension
- Executive Order 14005 – Ensuring the Future is Made in All of America by All of America’s Workers

- Executive Order 14025 – Worker Organizing and Empowerment
- Executive Order 14149, Restoring Freedom of Speech and Ending Federal Censorship
- Executive Order 14154, Unleashing American Energy
- Executive Order 14151, Ending Radical and Wasteful Government DEI Programs and Preferencing
- Executive Order 14168 Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government
- Executive Order 14173, Ending Illegal Discrimination and Restoring Merit-Based Opportunity

General Federal Regulations

- a) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 CFR Parts 200, 1201
- b) Non-procurement Suspension and Debarment – 2 CFR Parts 180, 1200
- c) Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 CFR Parts 60, et seq.
- d) New Restrictions on Lobbying – 49 CFR Part 20
- e) Nondiscrimination in Federally Assisted Programs of the Department of Transportation –Effectuation of Title VI of the Civil Rights Act of 1964 – 49 CFR Part 21, including any amendments thereto
- f) Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 CFR Part 25
- g) Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 CFR Part 27
- h) Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 CFR Part 28
- i) Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 CFR Part 32
- j) DOT’s implementing ADA regulations for transit services and transit vehicles, including the DOT’s standards for accessible transportation facilities in Part 37, Appendix A – 49 CFR Parts 37 and 38
- k) Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 CFR Part 26 (as applicable under section 12 of this agreement), including any amendments thereto
- l) National Environmental Policy Act implementing regulations– 40 CFR 1500 - 1508

Specific assurances required to be included in the FY 2025 Competitive Academic Agreement Program Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**6. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR 200)**

The recipient (and any subrecipients) must comply with these requirements including the cost principles which apply to the recipient, and the audit requirements the recipient must follow. A recipient which expends \$1 million or more of Federal funds, in the recipient's fiscal year, must have an audit conducted.

2 CFR 200 is incorporated by reference into this award.

**7. Federal Law and Public Policy Requirements.**

- a. The Recipient shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and Recipient will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.
- b. Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, the Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code.
- c. Pursuant to Executive Order 14173, Ending Illegal Discrimination And Restoring Merit-Based Opportunity, by entering into this agreement, the Recipient certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

**8. Restrictions on Use of Funds for: Lobbying, Support of Litigation, or Direct Advocacy**

The Recipient and its contractors may not use grant funds for lobbying in direct support of litigation, or in direct advocacy for, or against, a pipeline construction or expansion project.

The Recipient and its contractors may not conduct political lobbying, as defined in the statutes, regulations, and 2 CFR 200.450 – "Lobbying," within the Federally-supported project. The Recipient and its contractors may not use Federal funds for lobbying specifically to obtain grants and cooperative agreements. The Recipient

and its contractors must comply with 49 CFR 20, U.S. Department of Transportation “New Restrictions on Lobbying.”

[49 CFR 20](#) is incorporated by reference into this award.

**9. Nondiscrimination**

The Recipient must comply with Title VI of the Civil Right Act of 1964, which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied benefits of, be subject to discrimination under any program or activity receiving Federal financial assistance. The Recipient must comply with 49 CFR 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964.”

[49 CFR 21](#) will be incorporated by reference into this award.

**10. Government-wide Debarment and Suspension (Non-procurement)**

The Recipient must review the “list of parties excluded from Federal procurement or non-procurement programs” located on the System for Award Management (SAM) website before entering into a sub-award. <https://www.sam.gov> No sub-award may be issued to an entity or person identified in the “list of parties excluded from Federal procurement or non-procurement programs.”

[2 CFR 1200](#) “Non-procurement Suspension and Debarment” is incorporated by reference into this award.

The Recipient must inform the AO if the recipient suspends or debars a sub-awardee.

**11. Drug-Free Workplace**

The Recipient must comply with the provisions of Public Law 100-690, Title V, Subtitle D, “Drug-Free Workplace Act of 1988,” which require the Recipient to take steps to provide a drug-free workplace. The Recipient must comply with [49 CFR 32](#), “Government-wide Requirements for Drug Free Workplace (Financial Assistance),” which is incorporated by reference into this award.

**12. eInvoicing (PHMSA May 2024)**

Recipients of PHMSA grants, cooperative agreements, and other transaction agreements (OTA) must use the DOT Delphi eInvoicing System.

**a) Recipients’ Requirements:**

Recipients must:

- Have Internet access to register and submit payment requests through the Delphi eInvoicing system.

- Submit payment requests electronically and receive payment electronically.

(1) Revised 03/2024 New Grant Recipient User: Once a Grant or Cooperative Agreement is fully executed, the grant management specialist will submit the recipients' request (External Delphi UAR Form) to the PHMSA Delphi Access Administrator via email to [PHMSAinvoicing@dot.gov](mailto:PHMSAinvoicing@dot.gov) for a new user account to be granted in Delphi. Once a Grantee has completed the registration process and obtained their username and password, they can access the Delphi eInvoicing System. Grantees should activate their system account within 3 days of receiving their credentials to prevent the account from being deactivated. A user account will remain valid unless it is deactivated due to a period of inactivity (it has not been logged into for 45 days) or your agency requests it to be deactivated. If a Grantee's account has been deactivated due to a period of inactivity for any reason, they should contact the ESC Production Helpdesk, who can be reached at 866-641-3500, Option 4, 3.

NOTE: The "Delphi External Access Request" form should be completed at the time of grant award execution to ensure that the Grant Recipient has access to the system in order to submit invoices as needed. The following tutorial outlines the steps that each grant recipient user must take to become authenticated and activate his/her Delphi eInvoicing System account – Please share this link with new grantees who need new accounts in Delphi System:

<http://www.transportation.gov/mission/budget/eauthentication-process-tutorial>

**b) System User Requirements:**

- Contact the PHMSA Agreement Administrator directly to sign up for the system. PHMSA will provide the recipient's name and email address to the DOT Financial Management Office. The DOT Financial Management Office will then invite the recipient to sign up for the system.
- DOT will send the recipient a User Account Application form to verify identity. The recipient must complete the form and present it to a Notary Public for verification. The recipient will return the notarized form as follows:

**Via U.S. Postal Service (certified):**

DOT Enterprise Services Center  
FAA Accounts Payable, AMZ-100  
PO Box 25710  
Oklahoma City, OK 73125

**Via FedEx or UPS:**

DOT Enterprise Services Center  
MMAC-FAA/ESC/AMZ-150

6500 S. MacArthur Blvd.  
Oklahoma City, OK 73169

**Note:** Additional information, including training materials, and helpdesk support can be found on the DOT Delphi eInvoicing web site:

<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>.

**c) Waivers**

DOT Financial Management officials may, on a case-by-case basis, waive the requirement to register, and use, the electronic payment system. Waiver request forms can be obtained on the DOT eInvoicing website (<http://www.transportation.gov/cfo/delphi-einvoicing-system.html>) or by contacting the PHMSA Agreement Administrator. Recipients must explain why they are unable to use or access the internet to register and enter payment requests.

**13. Payments (PHMSA May 2024)**

Recipients, upon receipt of the fully executed award document, may request up to 50 percent of the total Federally funded amount of the award. The remaining amount may be requested, upon receipt and approval, (by the PHMSA Agreement Officer) of the “Mid-Term Report.”

**Advance payments or Reimbursement payments will be made after the electronic receipt via the DOTeInvoicing System of “Request for Advance or Reimbursement” (Standard Form SF-270).**

**a) Method of payment.**

**i)** The Government will make all payments under this agreement by electronic funds transfer (EFT), except as provided by paragraph (a)(ii) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

**ii)** If the Government is unable to release one or more payments by EFT, the Recipient agrees either to:

**1)** Accept payment by check or some other mutually agreeable method of payment; or

**2)** Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph d. of this clause).

**b)** Recipient’s EFT information. The Government will make payment to the Recipient using the EFT information contained in the System for Award Management (SAM) database. If the EFT information changes, the Recipient

is responsible for providing the updated information into the System for Award Management (SAM) at: <https://www.sam.gov>.

- c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
- d) Suspension of payment. If the Recipient's EFT information in the SAM database is incorrect, the Government is not obligated to make payment to the Recipient under this agreement until the correct EFT information is entered into the SAM database. An invoice or agreement-financing request is not a proper invoice for the purpose of prompt payment under this agreement.
- e) Recipient EFT arrangements. If the Recipient has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the SAM database, and the Recipient has not notified the Government of the payment receiving point applicable to this agreement, the Government will make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the SAM database.
- f) Liability for uncompleted or erroneous transfers.
  - i) If an uncompleted or erroneous transfer occurs because the Government used the Recipient's EFT information incorrectly, the Government remains responsible for:
    - 1) Making a correct payment;
    - 2) Paying any prompt payment penalty due; and
    - 3) Recovering any erroneously directed funds.
  - ii) If an uncompleted or erroneous transfer occurs because the Recipient's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and:
    - 1) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Recipient is responsible for recovery of any erroneously directed funds; or
    - 2) If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph d. of this clause apply.
- g) EFT and prompt payment. A payment will have been made in a timely manner in accordance with the prompt payment terms of this agreement if, in the EFT payment transaction instruction released to the Federal Reserve

System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

- h) EFT and assignment of claims. If the Recipient assigns the proceeds of this agreement, the Recipient must require, as a condition of any such assignment, that the assignee register in the SAM database and be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause will apply to the assignee as if it were the Recipient. EFT information that shows the ultimate recipient of the transfer to be other than the Recipient, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph d. of this clause.
- i) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Recipient's financial agent.
- j) Payment information. The payment or disbursing office will forward to the Recipient available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Recipient to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph a. of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

#### **14. Adherence to Original Project Objectives and Budget Estimates**

- a) The Recipient is responsible for any commitments or expenditures it incurs in excess of the funds provided by an award. Pre-award costs are those incurred prior to the effective date of the Federal award directly pursuant to the negotiation and in anticipation of the Federal award where such costs are necessary for efficient and timely performance of the scope of work. Such costs are allowable only to the extent that they would have been allowable if incurred after the date of the Federal award, *and only with the written approval of the PHMSA Agreement Officer.*
- b) The Recipient must submit any proposed change, that requires PHMSA's written approval, 30 days prior to the requested effective date of the proposed change. PHMSA will not approve any change to the award during the last 30 days of the award period.

#### **15. Prior Approvals**

- a) The following expenditures require the AO's advance written approval:
  - i) Changes in the scope, objective, or key personnel referenced in the Recipient's proposal.
  - ii) Change in the project period. PHMSA must receive this request no later than 30 calendar days prior to the end of the project period. The Recipient must submit a revised budget indicating the planned use of all unexpended funds during the extension period.
- b) The Recipient must submit a revised financial estimate and plan for i) and ii) above.
- c) The AA will notify the Recipient in writing within 30 calendar days after receipt of the request for revision or adjustment whether the request has been approved.

#### **16. Seat Belt Use Policies and Programs**

In accordance with E.O. 13043, the Recipient is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this presidential initiative. For information on how to implement such a program or for statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at [www.nhtsa.dot.gov](http://www.nhtsa.dot.gov). Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in Washington, D.C., dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to help with technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 85 percent seat belt use. NETS can be contacted at 1-888-221-0045 or visit its website at [www.trafficsafety.org](http://www.trafficsafety.org).

#### **17. Ban on Text Messaging While Driving**

- a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

“Driving”:

- i) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- ii) It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

“Text messaging” --- means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

- b) In accordance with E.O. 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of grants and cooperative agreements are encouraged to:
  - i) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving:
    - 1) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
    - 2) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.
  - ii) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - 1) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - 2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
- c) Assistance Awards. All recipients and subrecipients of financial assistance, including grants, cooperative agreements, loans, and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

## **18. Rights in Technical Data**

Rights to intangible property under this agreement are governed in accordance with [2 CFR 200.315](#) – “Intangible Property.”

## **19. Access to Results of Federally Funded Scientific Research (PHMSA July 2016)**

### **A. Public Access Requirements and Compliance**

In response to the White House Office of Science and Technology Policy memorandum dated February 22, 2013, entitled *Increasing Access to the Results of Federally Funded Scientific Research*, DOT is incorporating Public Access requirements into all funding awards (grants, cooperative agreements, and other transaction agreements) for scientific research. This provision sets forth the

requirements a funding recipient must satisfy to be in full compliance with the DOT Public Access plan. For all wholly or partially Federally funded scientific research agreements, the *Recipient* hereby agrees to comply with the requirements of the DOT Public Access plan. The *Recipient* is required to include these obligations in any sub-awards or other related funding agreements. The full requirements of the DOT Public Access plan requirements include, but are not limited to, the following:

**B. Copyright License**

*Recipient* hereby grants to the DOT a worldwide, non-exclusive, non-transferable, paid-up, royalty-free copyright license, including all rights under copyright, to any and all Publications and Digital Data Sets as such terms are defined in the DOT Public Access plan, resulting from scientific research funded either fully or partially by this funding agreement. *Recipient* herein acknowledges that the above copyright license grant is first in time to any and all other grants of a copyright license to such Publications and/or Digital Data Sets, and that DOT shall have priority over any other claim of exclusive copyright to same.

**C. Reporting and Compliance Activities**

*Recipient* hereby agrees to satisfy the reporting and compliance requirements as set forth in the DOT Public Access plan, including, but not limited to, the submission and approval of a Data Management Plan, the use of Open Researcher and Contributor ID (ORCID) numbers, the creation and maintenance of a research project record in the Transportation Research Board's (TRB) Research in Progress (RiP) database, and the timely and complete submission of all required publications and associated digital data sets as such terms are defined in the DOT Public Access plan. Additional information about how to comply with the requirements can be found at: <http://ntl.bts.gov/publicaccess/howtocomply.html>.

The DOT Public Access Plan can be accessed at:  
<https://www.transportation.gov/sites/dot.gov/files/docs/Official%20DOT%20Public%20Access%20Plan%20ver%201.1.pdf>.

**20. Notice of News Releases, Public Announcements, and Presentations**

The Recipient must have the AO's prior approval for all press releases, formal announcements, or other planned, written issuance containing news or information concerning this Agreement before issuance. The Recipient must provide two copies of the document to the AO and AOR for review prior to release. Also, the AO must approve any planned presentations/briefings related to this Agreement, as well as the actual presentation (e.g., slides/vu-graphs) to be used.

**21. Violation of Award Terms**

If the Recipient has materially failed to comply with any term of the award, the Agreement Officer may suspend, terminate, or take other remedies as may be legally available and appropriate in the circumstances.

**22. Reporting Fraud, Waste, or Abuse**

The DOT Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential, and callers may decline to give their names if they choose to remain anonymous. The number is: (800) 424-9071.

The mailing address is:  
DOT Inspector General Hotline  
1200 New Jersey Ave SE  
West Bldg 7<sup>th</sup> Floor  
Washington, D.C. 20590  
E-mail: [hotline@oig.dot.gov](mailto:hotline@oig.dot.gov)  
Web: <http://www.oig.dot.gov/Hotline>

**23. Reporting Grantee Executive Compensation/First Tier Sub-Awards (PHMSA May, 2024)**

a) *Definitions.* As used in this provision:

“Executive” means an officer or any other employee in a management position.

“First-tier sub-award” means an award issued directly by the prime Awardee to a sub-awardee to provide support for the performance of any portion of the substantive project or program for which the award was received. A sub-award includes an agreement that the prime Awardee or a sub-awardee considers a contract.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Awardee’s preceding fiscal year and includes the following:

- i) Salary and bonus.
- ii) Awards of stock, stock options, and stock appreciation rights.
- iii) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization, or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
- iv) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v) Above-market earnings on deferred compensation which is not tax-qualified.
- vi) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites, or property) for the executive exceeds \$10,000.

- b) ***System for Award Management (SAM)***. As a recipient of a Federal award, you are required to register in the System for Award Management (SAM) at: <https://www.sam.gov>
- c) ***Notification to Sub-Awardees***. Awardees are required to report information on sub-awards. The law requires all reported information be made public; therefore, the Awardee is responsible for notifying its sub-awardees that the required information will be made public.
- d) ***Reporting of First-Tier Sub-Awards***. By the end of the month following the month of award of a first-tier sub-award with a value of \$25,000 or more, the Awardee shall report the information below at <http://www.fsr.gov> for each first-tier sub-award. (The Awardee shall follow the instructions at <http://www.fsr.gov> to report the data.) If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report subcontractor awards. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report awards made to that sub-awardee.
- i) Unique entity identifier (12-character (UEI) number)) for the sub-awardee receiving the award, and for the sub-awardee's parent company, if the sub-awardee has a parent company.
  - ii) Name of the sub-awardee.
  - iii) Amount of the sub-award.
  - iv) Date of the sub-award.
  - v) A description of the effort being provided under the sub-award, including the overall purpose, and expected outcome or result of the sub-award.
  - vi) Sub-award number (assigned by the Awardee).
  - vii) Sub-awardee's physical address including street address, city, state, country, 9-digit zip code, and congressional district.
  - viii) Sub-awardee's primary performance location including street address, city, state, country, 9-digit zip code, and congressional district.
  - ix) The prime award number (assigned by PHMSA).
  - x) Awarding agency name (PHMSA).
  - xi) Funding agency name (PHMSA).
  - xii) Government awarding office code (56).
  - xiii) Treasury account symbol (TAS) as reported in FAADS.
  - xiv) The applicable North American Industry Classification System (NAICS) code.

- e) **Reporting Executive Compensation of Awardee.** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to its executive compensation.

By the end of the month following the month of receipt of a prime award, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for the Awardee's preceding completed fiscal year at <https://www.sam.gov> if, in the Awardee's preceding fiscal year, the Awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
  - ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
  - iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- f) **Reporting Executive Compensation of Sub-Awardees.** If the Awardee, in the previous tax year, had gross income from all sources under \$300,000, the Awardee is exempt from the requirement to report the executive compensation of sub-awardees. If a sub-awardee, in the previous tax year had gross income from all sources under \$300,000, the Awardee does not need to report the executive compensation of that sub-awardee.

By the end of the month following the month of a first-tier sub-award with a value of \$25,000 or more, and annually thereafter, the Awardee shall report the names and total compensation of each of the five most highly compensated executives for each first-tier sub-awardee for the sub-awardee's preceding completed fiscal year at <http://www.fsr.gov>, if in the sub-awardee's preceding fiscal year, the sub-awardee received:

- i) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and
- ii) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and sub-awards), cooperative agreements, other transaction agreements; and

- iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

#### **24. 811, Call Before You Dig Program (PHMSA May 2024)**

Damage to pipelines during excavation is a leading cause of accidents resulting in serious injuries and fatalities, but these accidents are preventable, and you can help in preventing them.

811 is designated as the national call-before-you-dig number. Every state has a one-call law requiring excavators to have underground utilities marked before digging.

There are five steps to safer digging:

- 1) Make a free call to 811 a few days before digging.
- 2) Wait the required time – which is prescribed in state law but generally two to three days.
- 3) Locate/mark the utilities accurately. (This step applies to underground facility/utility owners.)
- 4) Respect the marks.
- 5) Dig with care.

The recipient is encouraged to adopt the “811, Call Before You Dig” program for its employees when digging on company-owned, leased, or personally owned property. For information on how to implement such a program please visit the *811 – Call Before You Dig* section of Pipeline and Hazardous Materials Safety Administration’s (PHMSA’s) website at [www.phmsa.dot.gov](http://www.phmsa.dot.gov).

#### **25. Access to Electronic and Information Technology (PHMSA May 2024)**

Each Electronic and Information Technology (EIT) product or service, furnished under this award, must be in compliance with the Electronic and Information Technology Accessibility Standard (36 CFR 1194), which implements Section 508 of the Rehabilitation Act of 1973, codified at 29 U.S.C. § 794d. The PHMSA Office of Civil Rights (Code PH-20) will respond to any questions and will certify Section 508 compliance for the requirement. You can reach the PHMSA Office of Civil Rights at [phmsa.civilrights@dot.gov](mailto:phmsa.civilrights@dot.gov), or 202-366-9638.

#### **26. Combating Trafficking in Persons (PHMSA May 2024)**

PHMSA may terminate grants, cooperative agreements, or other transaction agreements, or take any of the other remedial actions authorized under 22 U.S.C. 7104(g), without penalty, if the grantee or any subgrantee, engages in, or uses labor recruiters, brokers, or other agents who engage in:

- a) Severe forms of trafficking in persons;
- b) The procurement of a commercial sex act during the period of time that the grant, or cooperative agreement is in effect;
- c) The use of forced labor in the performance of the grant or cooperative agreement; or
- d) Acts that directly support or advance trafficking in persons, including the following:
  - i) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents.
  - ii) Failing to provide return transportation or pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:
    - 1) Exempted from the requirement to provide or pay for such return transportation by the Federal department or agency providing or entering into the grant, or cooperative agreement; or
    - 2) The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or a witness in a human trafficking enforcement action.
  - iii) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment.
  - iv) Charging recruited employees unreasonable placement or recruitment fees, such as fees equal to or greater than the employee's monthly salary, or recruitment fees that violate the laws of the country from which an employee is recruited.
  - v) Providing or arranging housing that fails to meet the host country housing and safety standards.

**27. Prohibition on Awarding to Entities that Require Certain Internal Confidentiality Agreements (PHMSA May 2024)**

- a) The Recipient shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a

designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

- b)** The Recipient shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered herein are no longer in effect.
- c)** The prohibition in paragraph (a) above does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.
- d)** In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (P.L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Recipient is not in compliance with the provisions herein.

The Government may seek any available remedies in the event the Recipient fails to comply with the provisions herein.

## **28. Preference for American Industry (PHMSA May 2024)**

Each Team Participant must not grant to any person the exclusive right to use or sell any New Technology Invention in the United States unless such person agrees that any product embodying such invention or produced using the New Technology will be manufactured substantially in the United States. However, in any case, the Agreement Officer may waive the requirements for such an agreement if the Team Participant demonstrates it made a reasonable but unsuccessful effort to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that, under the circumstances, domestic manufacture is not commercially feasible.

## **29. Small and Disadvantaged Business Requirements.**

If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 (“Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs”), including any amendments thereto.

If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 (“Contracting with small businesses, minority businesses, women’s business enterprises, veteran-owned businesses, and labor surplus area firms”), including any amendments thereto.