



AGREEMENT

BETWEEN

TRANSPORTATION SECURITY ADMINISTRATION (TSA)

AND

Relating to

TSA PRE✓® APPLICATION EXPANSION

AGREEMENT NUMBER HSTS02-15-H-OIA037X

Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, 49 U.S.C. 114(m)(1), and 106(l)(6)

AGREEMENT NUMBER HSTS02-15-H-OIAXXX

Other Transaction Agreement (OTA) Between Transportation Security Administration (TSA) and [**Contractor Name**] Relating to TSA Pre✓™ Application Expansion

Negotiated by the TSA pursuant to Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, 49 U.S.C. 114(m)(1), and 106(l)(6)

ARTICLE I - PARTIES

This Other Transaction Agreement (hereinafter referred to as “Agreement” or “OTA”) is entered into between the United States of America (hereinafter referred to as the “Government”) Transportation Security Administration (hereinafter referred to as “TSA”) and [ENTITY NAME]. The TSA and the [ENTITY NAME] agree to cooperate in good faith and to perform their respective obligations using their cooperative good faith efforts in executing the purpose of this Agreement.

ARTICLE II - AUTHORITY

TSA and the [ENTITY NAME] enter into this Agreement under the authority of the Aviation and Transportation Security Act, Pub. L. 107-71, 115 Stat. 597, specifically 49 U.S.C. 114(m), and 106(l) and (m), which authorizes agreements and other transactions on such terms and conditions as the Administrator determines necessary.

ARTICLE III – INTRODUCTION, BACKGROUND, PURPOSE AND SCOPE

A. Introduction

TSA requests ready-to-market solutions to add private sector application capabilities for the TSA Pre✓® program to increase the public’s enrollment access to the TSA Pre✓® program. As a secondary benefit, increasing enrollment access may lead to increasing scale for TSA Pre✓® and providing the ability for TSA to identify known travelers.

B. Background

TSA Pre✓® is a voluntary program which allows low-risk travelers to be eligible for expedited screening at U.S. airports. TSA Pre✓® is an expedited screening program that allows pre-approved airline travelers to leave on their shoes, light outerwear and belt, keep their laptop in its case and their 3-1-1 compliant liquids/gels bag in a carry-on in select screening lanes. Travelers who choose not to enroll, or for some reason are not eligible, for TSA Pre✓® are not subject to any limitations on their travel and will instead, be processed through normal TSA screening before entering the controlled areas of airports. TSA also retains the authority to perform random screening on travelers who are authorized to receive TSA Pre✓® or other forms of physical screening.

The current TSA Pre✓® application program allows U.S. citizens, U.S. Nationals and lawful permanent residents to directly enroll in TSA Pre✓®. Once approved, travelers will receive a

"Known Traveler Number" (KTN) may be eligible for TSA Pre✓® lanes at select security checkpoints when flying on participating carriers.

Currently, there are several ways for individuals to enroll for TSA Pre✓®. These channels include the current TSA Pre✓® application program and the Customs and Border Protection (CBP) Global Entry, SENTRI and NEXUS programs. In addition, certain other populations deemed to be low risk, such as Department of Defense personnel, are authorized to receive TSA Pre✓®.

In January 2013, TSA issued a Request for Information to conduct market research, technical demonstrations and testing of private sector capabilities to perform pre-screening of individuals for TSA Pre✓®. TSA requested that the respondents include the use of commercial data and algorithms to validate identity and perform low-risk determinations at a high degree of confidence.

For purposes of this private sector enrollment initiative for the TSA Pre✓® Application Program, "commercial data" includes: public record data, such as criminal history and real estate records produced by federal, state, and local governments; other publicly available information, such as directories, press reports, location data and information that individuals post on blogs and social media sites; and wide ranging data such as purchase information, customer lists from registration websites, and self-reported information provided by consumers that is obtained by commercial data sources such as data brokers. See, e.g. Data Brokers: A Call for Transparency and Accountability, Federal Trade Commission, May 2014, pp. 11-15, available at www.ftc.gov/system/files/documents/reports/data-brokers-call-transparency-accountability-report-federal-trade-commission-may-2014/140527databrokerreport.pdf.

This initiative will expand enrollment into TSA Pre✓® by companies that receive OTAs from TSA. TSA's initiative with the companies awarded OTAs for the TSA Pre✓® program will allow these approved contractors to market, enroll and pre-screen individuals for TSA Pre✓® eligibility. TSA will make the final eligibility determination for actual TSA Pre✓® enrollment upon completion of TSA's threat assessment of an application that received successful pre-screened status and was forwarded by the pre-screening contractor.

D. Purpose of this Agreement

The purpose of this Agreement is to establish the respective performance to identify the tasks necessary to develop, deliver, and deploy private sector application capabilities expanding the public's enrollment opportunities for TSA Pre✓® through an Other Transactional Agreement (OTA) awarded by TSA.

TSA requests ready-to-market solutions to add private sector application capabilities for the TSA Pre✓® program to increase the public's enrollment access to the TSA Pre✓® program. As a

secondary benefit, increasing enrollment access may lead to increasing scale for TSA Pre✓® and providing the ability for TSA to identify known travelers. Companies that want to propose a private sector application capability must demonstrate an ability to effectively market the TSA Pre✓® program to the flying public and successfully enroll and pre-screen a large population of applicants. This includes the ability to offer convenient and accessible enrollment options, reliably perform identity validation and verification as well as appropriately apply disqualifying criminal history convictions, and potentially makes effective, provisional, determinations to pre-screen potential applicants for TSA Pre✓® eligibility.

ARTICLE IV – RESPONSIBILITIES

The parties agree to cooperate, act in good faith, and to meet their respective obligations in furtherance of the purposes of this OTA and TSA Pre✓® Application Expansion Statement of Work and technical Specification.

ARTICLE V - EFFECTIVE DATE AND TERM

The effective date of this Agreement is the date on which it is signed by the TSA or the [ENTITY NAME], whichever is later. This agreement will continue in effect for Ten Years (10) from the effective date, unless earlier terminated by the parties as provided herein.

ARTICLE VI – ACCEPTANCE AND TESTING

[ENTITY NAME] will perform in accordance to the Technical Specification Document and related documents.

ARTICLE VII - FUNDING AND LIMITATIONS

[ENTITY NAME] is responsible for all cost incurred in support of this OTA, and the TSA is not liable or otherwise responsible for any cost incurred by [ENTITY NAME] in the performance of this OTA.

ARTICLE VIII – BILLING PROCEDURE AND PAYMENT

A. Payment / Performance Provisions

This Agreement does not involve any payments from the Government to the Performer – rather, the Performer shall remit the specified fees amounts to TSA in accordance with Section (TBD) of this agreement, as payment for services provided to complete each vetting instance. No appropriated or other Government funding will be obligated under this Agreement.

B. Invoicing

Billing Address:

United States Coast Guard Finance Center, TSA Commercial Invoices, P.O. Box 4111,
Chesapeake, VA 23326-4111

The [ENTITY NAME] invoice format is acceptable. However, the invoice shall, as a minimum, include the following:

1. Agreement Number – HSTS02-15-H-OIAXXX
2. Invoice Date
3. Invoice Number
4. Name and Address of the [ENTITY NAME] Requesting Fund Disbursement
5. Point of Contact, with Address, Telephone, Fax and E-mail Contact Information
6. Tax Identification Number
7. Supporting Documentation to include Invoices or Other Documentation that Substantiates the Amount of Funds to be Disbursed by TSA
8. Total Amount of Funds Requesting to be Disbursed by TSA
9. Electronic Funds Transfer (EFT) Banking Information (If Applicable)
10. Remittance Address
11. Certification of Requestor, including the following language: This is to certify that the incurred costs billed were actually expended in furtherance of this Agreement, and we understand that intentional falsification of the information contained herein may be subject to civil and criminal penalties under applicable federal laws and/or regulations.
12. Signature of Requestor's Authorized Representative with Date
13. Name and Address of the [ENTITY NAME]s facility

ARTICLE IX - AUDITS

TSA shall have the right to examine or audit relevant financial records for each [ENTITY NAME] facility, while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or termination of the terms of this Agreement. For each facility, [ENTITY NAME] shall maintain: project records, technology maintenance records, and data associated with this TSA Pre[√] TM Application Expansion while this Agreement, or any part thereof, remains in force and effect, and for a period of three years after the expiration or

termination of this Agreement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be made available for three years after any resulting final termination settlement. Records relating to appeals under the “Disputes” provision in Article XI regarding this Agreement shall be made available until such appeals are finally resolved.

As used in this provision, “records” includes books, documents and other data, regardless of type and regardless of whether such items are in written form, in the form of computer or other electronic data, or in any other form that relate to this TSA Pre[√]™ Application Expansion for each facility.

[ENTITY NAME] shall also maintain all records and other evidence sufficient to reflect fees collected from the public, and fees forward to TSA as payment for services rendered, in accordance with Section TBD in the conduct of TSA Pre[√]™ Application Expansion. The Contracting Officer, Contracting Officer’s Technical Representative, or the authorized representatives of these officers shall have the right to examine and audit those records at any time. This right of examination shall include inspection at all reasonable times at the [ENTITY NAME]’s offices directly responsible for managing the TSA Pre[√]™ Application Expansion.

The Comptroller General of the United States, shall also have access to, and the right to examine, any records involving transactions related to this Agreement.

This article shall not be construed to require [ENTITY NAME], or its contractors or subcontractors who are associated with or engaged in activities relating to this OTA, to create or maintain any record that they do not maintain in the ordinary course of business pursuant to a provision of law, provided that those entities maintain records which conform to generally accepted accounting procedures.

[ENTITY NAME] is further required to complete and submit attachment #3 not later than the third business day prior to the end of December, March, June, and September of each calendar year to identify the cost and invoice information to date for the subject OTA. This report should be provided to the TSA Office of Financial Management (finance@dhs.gov), the TSA Contracting Officer, and the TSA Program Manager.

ARTICLE X – AUTHORIZED REPRESENTATIVES

TSA Contacts [TSA Contracting Officer/Specialist contact info and COTR contact info]

[ENTITY NAME] Contacts (Please include telephone numbers and email addresses.)

The COR is responsible for the technical administration and liaison of this Agreement. The COR is not authorized to change the scope of work, to make any commitment or otherwise obligate the TSA, or authorize any changes which affect the liability of the TSA. The [ENTITY NAME]

will inform the Contracting Officer in the event that the COR takes any action which is interpreted by the [ENTITY NAME] as a change in scope or liability to either party.

ARTICLE XI - LIMITATIONS ON LIABILITY

A. Subject to the provisions of Federal law, including the Federal Torts Claims Act, each party expressly agrees without exception or reservation that it shall be solely and exclusively liable for the acts or omissions of its own agents and/or employees and that neither party looks to the other to save or hold it harmless for the consequences of any act or omission on the part of one or more of its own agents or employees, subject to the same conditions provided above..

B. [ENTITY NAME] has the affirmative duty to notify the TSA Contracting Officer in the event that [ENTITY NAME] believes that any act or omission of a TSA agent or employee would increase [ENTITY NAME] costs and cause the [ENTITY NAME] to seek compensation from TSA beyond TSA's liability as stated in Article IV (Responsibilities), or Article VI (Funding And Limitations). Claims against either party for damages of any nature whatsoever pursued under this Agreement shall be limited to direct damages not to exceed the aggregate outstanding amount of funding obligated under this Agreement at the time the dispute arises. If the [ENTITY NAME] receives any communication which it interprets as instructions to change the work encompassed in this Agreement, or to incur costs not covered by funding obligated at that time, the [ENTITY NAME] must not act on that communication, and must contact the Contracting Officer verbally and in writing immediately.

C. In no event shall either party be liable to the other for consequential, punitive, special and incidental damages, claims for lost profits, or other indirect damages.

D. No third party shall assert any rights under this Agreement unless expressly provided herein.

ARTICLE XII – DISPUTES

Where possible, disputes shall be resolved by informal discussion between the Contracting Officer for TSA and an authorized representative of [ENTITY NAME]. All disputes arising under or related to this Agreement shall be resolved under this Article. Disputes, as used in this Agreement, mean a written demand or written assertion by one of the parties seeking, as a matter of right, the adjustment or interpretation of Agreement terms, or other relief arising under this Agreement. The dispute shall be made in writing and signed by a duly authorized representative of the [ENTITY NAME] or the TSA Contracting Officer. At a minimum, a dispute under this Agreement shall include a statement of facts, adequate supporting data, and a request for relief. In the event the parties are unable to resolve any disagreement through good faith negotiations, [ENTITY NAME] may submit the dispute to the Deputy Administrator for Acquisition. The parties agree that the TSA Deputy Assistant Administrator for Acquisition's decision in this case shall be final and not subject to further judicial or administrative review and shall be enforceable and binding upon the parties.

ARTICLE XIII – TERMINATION

In addition to any other termination rights provided by this Agreement, either party may terminate this Agreement at any time prior to its expiration date, with or without cause, by giving the other party at least thirty (30) days' prior written notice of termination. Upon receipt of a notice of termination, the receiving party shall take immediate steps to stop the accrual of any additional obligations that might require payment. Termination of the program or the provider will be at no cost to the Government.

This termination also applies to the following Phase Approach for this OTA.

Phase/Milestone 1: Readiness to Begin Testing – within 45 days of contract award

- Within 10 days of contract award should be ready to begin DHS S&T Testing of Algorithm
- Within 45 days of Offeror should be able to begin integration/interface testing and C&A activities to include TSA and Pay.Gov testing

Phase II – Readiness to Go-Live – within 60 days of beginning of testing activities

- Achieve ATO within 60 days of start of testing
 - o Successful completion of end-to-end and volume testing with all TSA and TSA required interfaces/systems to include Pay.Gov, DHS S&T, TSA systems
- Achieve TSA approval to begin accepting enrollments to include initial CDRLs
 - o Approval of SOPs and SLAs for program to include data collection, pre-screening, transmission, fee submission
 - o Approval of Marketing and Communications plan and artifacts

ARTICLE XIV- SUSPENSION

In addition to any other termination rights provided by this Agreement, The Government reserves the right to suspend work of the provider until the performance flaw is corrected and confirmed by the Government. This suspension will be at no cost to the Government. If performance issues continues to occur and are not corrected in a timely matter the Government will proceed with the termination in accordance with Article XIII.

ARTICLE XV - CHANGES AND/OR MODIFICATIONS

Changes or modifications to this Agreement shall be in writing and signed by the TSA Contracting Officer and the authorized representative of [ENTITY NAME]. The modification shall cite the subject provision to this Agreement and shall state the exact nature of the modification. No oral statement by any person shall be interpreted as modifying or otherwise affecting the terms of this Agreement. Reasonable administrative modifications such as changes in address changes, Key Personnel, name of the TSA Contracting Officer, etc. may be issued unilaterally by TSA. All changes or modification to this Agreement will be at no cost to the Government.

ARTICLE XVI – ON/OFF RAMPS FOR REQUIREMENTS

The solicitation applicable to this award is a standing solicitation from which the Government contemplates award of OTA for services overtime. This solicitation will remain in effect for the ten year or until replaced by an updated solicitation. The Government Reserves the right to Request Proposal from industry periodically throughout the ten year duration of this agreement. This request for proposal is to allow the Government an opportunity to review performances, technology and industry innovations. The Government Reserves the right to off ramp current OTA holders for failing to meet timeframes of address any deficiencies or service capability addressed in the SOW and OTA. All changes or modification to this Agreement will be at no cost to the Government.

ARTICLE XVII - CONSTRUCTION OF THE AGREEMENT

This Agreement is issued under 49 U.S.C. §106 (l)(6) and §114(m) and is not a procurement contract, grant, cooperative agreement, or other financial assistance. It is not intended to be, nor shall it be construed as a partnership, corporation, or other business organization. Both parties agree to provide their best efforts to achieve the objectives of this Agreement. The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, understanding, negotiations and discussions whether oral or written of the parties. Each party acknowledges that there are no exceptions taken or reserved under this Agreement.

ARTICLE XVIII - PROTECTION OF INFORMATION

The parties agree that they shall take appropriate measures to protect proprietary, privileged, or otherwise confidential information that may come into their possession as a result of this Agreement.

A. RELEASE OF TECHNICAL DATA

No information, oral or written, concerning the scope of this Agreement, shall be published or released to the public without the prior written approval of the TSA Contracting Officer.

B. RECORDS AND RELEASE OF INFORMATION

All Sensitive Security Information (SSI), as defined in 49 CFR Part 1520, shall be handled in accordance with that regulation and TSA policies. All members assigned to work under this Agreement are subject to the provisions of 49 CFR Part 1520, Protection of Sensitive Security Information. SSI may not be disclosed except in accordance with the provisions of that rule.

C. MEDIA

All media releases and other contact with or by media related to this Agreement and in accordance with the terms of this Agreement shall be referred to the Contracting Officer.

IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officers.

[ENTITYNAME]

THE UNITED STATES OF AMERICA

[CONTRACTING OFFICER NAME]

Contracting Officer

Transportation Security Administration (TSA)

Date

Date

ARTICLE XIX – RIGHTS IN DATA

The Government espouses no ownership rights in whatever applications may be developed by performers under this agreement, including tools provided to the Government. The Government does

ARTICLE XX PRIVACY ACT

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, 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 a photograph.

(3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

PRIVACY ACT NOTIFICATION

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

ARTICLE XXI CHANGES

(a) The Contracting Officer may at any time, by written order, unilaterally direct changes within the general scope of this agreement in order to correct a security weakness, revise the schedule for specific activity, change operational parameters, adapt to new threats, or provide for more efficient operations, and shall modify the contract accordingly.

(b) If any such change cannot be accommodated by the performer within the time allowed by the Contracting Officer, the Government may suspend the performer's right to conduct any operations under this agreement, until the change can be implemented, for a fixed period, or permanently.

ARTICLE XXII Interrelationships of Contractors

(a) The Government has entered into other contractual relationships in order to provide technical support services in the conduct of studies, analyses and engineering activities separate from the work to be performed under this Agreement, yet having links and interfaces to them. Further, the Government may extend these existing relationships or enter into new relationships. The Performer may be required to coordinate with such other Contractor(s) through the Program Manager in providing suitable, non-conflicting technical interfaces and in avoidance of duplication of effort. By suitable tasking, such other Contractor(s) may be requested to assist the Government in the technical review of the Performer's technical efforts. Information on reports

provided under this SOO may, at the discretion of the Government, be provided to such other Contractor(s) for the purpose of such review.

(b) A Non-Disclosure Agreement (NDA), DHS Form 11000-6, shall be signed by all Contractor employees assigned to perform services under a TO prior to any work commencing on the TO.

ARTICLE XXIII: LIMITATION OF ASSIGNMENT

The [ENTITY NAME] may not assign its rights or obligations under this Agreement to any other entity or person without the prior written consent of the TSA.

ARTICLE XXIV- PUBLICITY

All publicity or public affairs activities related to the subject matter of this Agreement must be coordinated with the TSA Office of Strategic Communication and Public Affairs.

ARTICLE XXV – THE LICENSING OF THE TSA PRE✓[®] TRADEMARK

1. The TSA Pre✓[®] trademark constitutes DHS-owned intellectual property, and is used in connection with the Department's efforts to facilitate expedited security screening experiences for selected travelers of participating airlines. DHS hereby confers to Contractor a nonexclusive, nontransferable, royalty free use of the TSA Pre✓[®] trademark, including the right to copy, display and distribute, for the sole and exclusive purpose of including the trademark on materials authorized by DHS as part of contractors marketing to prospective TSA Pre✓[®] Program members. To maintain the legal protections associated with the trademark, TSA on behalf of DHS must control the use of the trademark. Contractor agrees that no modifications to DHS Materials, if provided, will be published without TSA review and prior written approval from TSA (email communication is sufficient) other than the inclusion of "xxxxx"'s logos and other necessary data. Contractor also agrees that it shall not use the trademark in a manner or context that reflects unfavorably upon any component of DHS or which will diminish or damage the goodwill associated with the TSA Pre✓[®] trademark. Accordingly, such marketing materials shall be "non-controversial," meaning the advertisements will be consistent with normal standards for mainstream public advertising, as well as DHS's own advertising standards. In addition, the term precludes any political advertising, including but not limited to those pertaining to candidates, issues, parties, campaign committees, specific elections, etc., or any other advertising that may create a sense of sponsorship or imply endorsement by the government. Additionally, to protect and ensure the Governments interest against dilution of the

TSA Pre✓[®] trademark, i.e., dilution by “blurring” and/or dilution by “tarnishment”, for Materials created by Contractor regarding participation in the TSA Pre✓[®] Program, Contractor agrees to release the Materials only after obtaining TSA’s prior written approval (email communication is sufficient). TSA prior approval is not needed for each individual item, provided that the use is substantially the same as prior approved materials. TSA will provide approval for classes of items associated with advertising.

2. Contractor will represent itself as an independent entity, and not as an affiliate of the TSA or DHS. Any use of the TSA Pre✓[®] trademark on Contractor Materials shall include the following or similar credit, as appropriate:

“Contractor is not a government entity or affiliated with the Federal government. Contractor provides pre-enrollment services for the Transportation Security Administration’s TSA Pre✓[®] Risk Based Screening program. The TSA Pre✓[®] trademark is used under license with the permission of the U.S. Department of Homeland Security.” (The notice must be displayed in a type font of legible size). Contractor shall abide by the TSA Pre✓[®] License agreement. (see attachment # 5).

ARTICLE XXV- SURVIVAL OF PROVISIONS

In the event of the completion of the performance of the scope of work of the OTA, or the termination of this OTA, whichever event occurs first, the following provisions shall remain in full force and effect: Subsections 1.1, 1.3, 1.4, 1.5, 2.1 and 2.2 of Article III.B - Roles and Responsibilities; Article VIII - Audits; Article XIV - Disputes; Article XVI - Limitation of Liability; Article XVII - Protection of Information; Article XIX – Publicity; and Article XX – Survival of Provisions.

ARTICLE XXVI FLOW DOWN PROVISIONS

N/A

ARTICLE XXVII- INSURANCE

[ENTITY NAME] must arrange insurance or otherwise for the full protection of [ENTITY NAME] from and against all liability to the third parties out of, or related to, its performance of this OTA.

The Department of Homeland Security (DHS) has determined that the Integrated Logistics Support (ILS) services for Passenger Screening Program/Airport Checkpoint Security Equipment affirmatively satisfies the technical criteria for SAFETY Act Designation and presumptively satisfies the criteria for SAFETY Act Certification. Please see the attached notice for more details.

ARTICLE XXVI - REQUIRED FEDERAL PROCUREMENT PROVISIONS

The Provider and its contractors shall comply with the following:

1.0 Title VI of the Civil Rights Act of 1964 relating to nondiscrimination in Federally assisted program.

2.0 Federal Acquisition Regulation Clause 52.203-11, "Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions", is incorporated herein by reference into this Agreement.

3.0 Contracts awarded by the Provider of this Project must comply with all provisions established by laws and statutes.

AGREEMENT NUMBER

R HSTS02-XX-H-XXXXXX

Attachment [xxx]

Other Transaction Financial Reporting Template

Name of ENTITY: _____

OTA Number: _____

Government Fiscal Year: _____

Quarter being reported:

December March

June September

Invoices Submitted But Not Yet Paid

Invoice Number

Date Submitted

Amount

Total (should agree with 2.b.)

Printed Name Signature

Title Date

E-Mail Address Phone Number