

U.S. DEPARTMENT OF TRANSPORTATION

**ATTACHMENT A:
GENERAL TERMS AND CONDITIONS UNDER THE
AVIATION MANUFACTURING JOBS PROTECTION PROGRAM**

(Attachment A revision date: November 5, 2021)

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GENERAL TERMS AND CONDITIONS

This agreement is between the United States Department of Transportation (the “USDOT”) and the entity identified in field 1 of the agreement cover page (that entity, the “**Recipient**”).

Subtitle B of Title VII the American Rescue Plan Act of 2021, Pub. L. No. 117-2, titled “Aviation Manufacturing Jobs Protection,” appropriated funds to USDOT for a payroll support program (the “**AMJP Program**”). As further specified in that subtitle, the funds are available to eligible employers involved in aviation manufacturing for the continuation of employee wages, salaries, and benefits and to facilitate the retention, rehire, or recall of employees.

The USDOT published the “Process for Eligible Businesses Requesting Support Under the Aviation Manufacturing Jobs Protection (AMJP) Program,” 86 Fed. Reg. 31,573 (June 14, 2021), to solicit applications for Federal financial assistance. The Recipient submitted an application for assistance.

This agreement reflects the selection of the Recipient to receive an award under the AMJP Program.

The parties therefore agree to the following:

ARTICLE 1 THIS AWARD AGREEMENT

- 1.1 Standard Terms and Conditions.** This document, which consists of articles 1–21, contains standard terms and conditions for the AMJP Program. In the documents enumerated in section 1.2, this document is referred to as “Attachment A.”
- 1.2 Agreement Contents.** In addition to this Attachment A, this agreement includes the following five documents as integral parts:
- (1) A cover page, titled “Grant Agreement”, which contains enumerated data fields, including the parties’ electronic signatures (that page, the “**Cover Sheet**”);
 - (2) Attachment B: Corrections to Information in the Recipient’s Complete Application;
 - (3) Attachment C: Special Conditions;
 - (4) Attachment D: Additional Recipient Information; and
 - (5) Attachment E: Additional Standard Terms.

ARTICLE 2 EMPLOYMENT REQUIREMENTS

2.1 Eligible Employee Group Compensation.

(a) During the Period of Performance, the Recipient shall compensate each Employee in the Eligible Employee Group at an amount equal to or greater than the Total Compensation Level for that Employee.

(b) In this agreement, the following definitions apply:

“Eligible Employee Group” means the portion of the Recipient’s United States workforce that was enumerated in lines C–J, as of April 1, 2020, in question 8 of the Recipient’s Complete Application, as modified by Attachment B, and as the Recipient may modify that portion of the workforce under section 2.3. The number of employees in the Eligible Employee Group on the date of this agreement is stated in field 14 (Remarks) of the Cover Sheet.

“Total Compensation Level” means

- (1) for an Employee who was in the Recipient’s United States workforce on April 1, 2020, the total base compensation and benefits provided to that Employee as of April 1, 2020, excluding overtime pay, premium pay, and Federal, State, and local taxes paid; and
- (2) for an Employee who was not in the Recipient’s United States workforce on April 1, 2020 and was added to the Eligible Employee Group as a replacement employee under section 2.3, the total base compensation and benefits provided to that Employee as of the date the Employee was added to the Eligible Employee Group, excluding overtime pay, premium pay, and Federal, State, and local taxes paid.

2.2 Eligible Employee Group Protection.

(a) Except as permitted under section 2.2(b), the Recipient shall not Involuntarily layoff, furlough, or reduce the pay rate of an Employee in the Eligible Employee Group during the Employee Protection Period.

(b) The Recipient may, in accordance with a written employer policy that was effective before the date of this agreement, discipline an Employee or terminate the employment of an Employee.

(c) If, during the Employee Protection Period, the Recipient terminates the employment of an Employee in the Eligible Employee Group under section 2.2(b), then:

- (1) not later than 5 business days after that termination, the Recipient shall report that termination to the USDOT, using Form AMJP-1A.2.2, as provided on the AMJP Website; and
 - (2) not later than 10 business days after that termination, the Recipient shall submit a report to the USDOT documenting the revised Eligible Employee Group, using Form AMJP-1A.6.5, as provided on the AMJP Website.
- (d) If, during the Employee Protection Period, the Recipient furloughs or reduces the pay rate of an Employee in the Eligible Employee Group as discipline under section 2.2(b), then:
- (1) not later than 5 business days after that furlough or pay reduction, the Recipient shall report that action to the USDOT, using Form AMJP-1A.2.2, as provided on the AMJP Website; and
 - (2) not later than 10 business days after that furlough or pay reduction, the Recipient shall submit a report to the USDOT documenting the revised Eligible Employee Group, using Form AMJP-1A.6.5, as provided on the AMJP Website.
- (e) In this agreement, “**Employee Protection Period**” means the period that begins on and includes the date of this agreement and ends on Closeout.

2.3 Replacement in the Eligible Employee Group.

- (a) The Recipient may replace an Employee in the Eligible Employee Group with a different Employee who satisfies the requirements for inclusion in the Eligible Employee Group, as defined in this agreement, the AMJP Statute, the AMJP Solicitation, and the AMJP Application Instructions, but only if:
- (1) the replaced Employee voluntarily ended their employment with the Recipient;
 - (2) the replaced Employee voluntarily entered a non-pay employment status;
 - (3) the Recipient terminated the employment of the replaced Employee in accordance with employer policy that was effective before the date of this agreement; or
 - (4) the Recipient placed the replaced Employee in a non-pay employment status as discipline in accordance with employer policy that was effective before the date of this agreement.
- (b) If the Recipient replaces an Employee in the Eligible Employee Group under section 2.3(a), then:
- (1) not later than 3 business days after that replacement, the Recipient shall report that replacement to the USDOT, using Form AMJP-1A.2.3, as provided on the AMJP Website; and

- (2) not later than 10 business days after that replacement, the Recipient shall submit a report to the USDOT documenting the revised Eligible Employee Group, using Form AMJP-1A.6.5, as provided on the AMJP Website.

2.4 General Furlough and Layoff Notice Requirement. If the Recipient conducts Involuntary furloughs or layoffs of more than 10 percent of the Recipient's Non-EEG Workforce during the Period of Performance, then the Recipient shall report that action to the USDOT, using Form AMJP-1A.2.4, as provided on the AMJP Website, not later than 1 business day after taking any employment action initiating or making any public statement announcing those furloughs or layoffs.

In this section 2.4, "**Recipient's Non-EEG Workforce**" means all personnel who are not in the Eligible Employee Group and are an Employee of (1) the Recipient or (2) an entity identified in Question 1.D of the Recipient's Complete Application, as modified by Attachment B.

ARTICLE 3

ALLOWABLE COSTS AND PUBLIC AND PRIVATE CONTRIBUTIONS

3.1 Allowable Costs.

- (a) The only allowable costs under this agreement are the cost of wages, salaries, and benefits included in the total base compensation and benefits of Employees in the Eligible Employee Group incurred during the Period of Performance.
- (b) Back pay for returning rehired or recalled Employees, and overtime, premium pay, bonuses, severance pay, and Federal, State, and local payroll taxes paid for any Employees are not allowable costs.
- (c) USDOT makes the final determination on whether a cost is allowable, and USDOT may determine that a cost is not allowable, without limitation, if USDOT determines that cost is not adequately documented or was not incurred in compliance with this agreement.

3.2 Changes Affecting the Public Contribution.

- (a) The Recipient acknowledges that each of the following events will reduce the allowable costs under this agreement, and therefore, the Federal funds provided under this agreement:
 - (1) the Recipient terminates the employment of an Employee in the Eligible Employee Group under section 2.2(b) and does not replace that Employee under section 2.3;
 - (2) the Recipient terminates the employment of an Employee in the Eligible Employee Group under section 2.2(b) and replaces that Employee under section 2.3 with an Employee with a lower Total Compensation Level;

- (3) the Recipient furloughs or reduces the pay rate of an Employee in the Eligible Employee Group as discipline under section 2.2(b); and
 - (4) any other event that reduces the total base compensation and benefits of Employees in the Eligible Employee Group incurred during the Period of Performance.
- (b) The Recipient acknowledges that events that reduce the allowable costs under this agreement will reduce the Federal funds provided under this agreement, even if those event are not enumerated in section 3.2(a).
- 3.3 Estimated Public Contribution.** In this agreement, “**Estimated Public Contribution**” means the amount listed in the “Federal” column of field 11 (Total Agreement) of the Cover Sheet.
- 3.4 Use of Public Contribution.**
- (a) Funds paid from USDOT to the Recipient under this agreement are for either (1) advance payment of allowable costs that the Recipient will incur after the payment or (2) the reimbursement of allowable costs that the Recipient incurred before the payment.
 - (b) The Recipient shall not use or accept as reimbursement payments under this agreement that collectively exceed either (1) 50 percent of allowable costs incurred or (2) the Estimated Public Contribution.
- 3.5 Private Contribution Requirement.** For each Employee in the Eligible Employee Group, the Recipient shall pay, from non-Federal funds, the difference between (1) the cost of wages, salaries, and benefits necessary to maintain that Employee’s Total Compensation Level during the Period of Performance and (2) the portion of those costs that are paid or reimbursed from Federal funds received from USDOT under this agreement.

ARTICLE 4 RECIPIENT STATEMENTS

- 4.1 Application Statements.** The Recipient states that, except as documented in Attachment B, all statements of fact in the Recipient’s Complete Application were accurate when those statements were submitted to USDOT or corrected in subsequent statements in the Recipient’s Complete Application.
- 4.2 Eligibility Statements.** The Recipient states that:
- (1) the Recipient has not claimed an Employee Retention Tax Credit under section 2301 of division A of Pub. L. No. 116-136 for the calendar quarter that immediately preceded the date of this agreement;

- (2) the Recipient has not received financial assistance under section 4113 of division A of Pub. L. No. 116-136;
- (3) the Recipient does not have unexpended proceeds of a financial assistance award under section 7(a)(36) of the Small Business Act;
- (4) each Employee who was in the Eligible Employee Group as described in question 8 of the Recipient's Complete Application, as modified by Attachment B, was engaged in aviation manufacturing activities and services, or maintenance, repair, and overhaul activities and services as of April 1, 2020, under the definition of "engaged in" provided in the AMJP Application Instructions; and
- (5) the Total Compensation Level of each Employee in the Eligible Employee Group is less than \$200,000.

4.3 Post-Application Eligibility Statements. The Recipient states that, on and after the Application Date, the Recipient did not Involuntarily layoff, furlough, or reduce the pay rate of an Employee in the Eligible Employee Group, except to discipline or terminate the employment of an Employee in accordance with a written employer policy.

4.4 Authority Statements. The Recipient states that:

- (1) it has authority to receive Federal financial assistance under the AMJP Statute;
- (2) the individual executing this agreement on behalf of Recipient has authority to make the statements in this article 4 on behalf of Recipient and any entities described in section 12.1; and
- (3) the individual executing this agreement on behalf of Recipient has authority to enter this agreement on behalf of Recipient and any entities described in section 12.1.

4.5 Capacity Statement. The Recipient states that it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement.

4.6 USDOT Reliance. The Recipient acknowledges that:

- (1) USDOT relied on statements of fact in Recipient's Complete Application and this agreement to determine that the Recipient is eligible to receive this award under the AMJP Statute, to calculate the amount of this award, and to establish the terms of this award; and
- (2) this award to the Recipient may reduce the funding available to other eligible applicants.

4.7 Incorporated Certifications. The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

4.8 Certification of Factual Statements.

- (a) The Recipient certifies under penalty of perjury that the Recipient's statements in this article 4 are true and correct.
- (b) The Recipient acknowledges that anyone who knowingly submits a false claim or makes a false statement is subject to criminal penalties, civil penalties, or both, including fines and confinement for up to five years. (*See* 18 U.S.C. 287; 18 U.S.C. 1001; 31 U.S.C. 3729; 31 U.S.C. 3802).

ARTICLE 5 CONTINUING ELIGIBILITY REQUIREMENTS

5.1 Employee Retention Tax Credit.

- (a) The Recipient shall not claim an Employee Retention Tax Credit under section 2301 of division A of Pub. L. No. 116-136 for the calendar quarter that immediately preceded the date of this agreement. The parties acknowledge that, on the date of this agreement, the Employee Retention Tax Credit under section 2301 of division A of Pub. L. No. 116-136 is not available in connection with wages paid after June 30, 2021.
- (b) Neither this agreement nor the AMJP Statute prohibit the Recipient from claiming an Employee Retention Tax Credit under 26 U.S.C. 3134 for wages paid after June 30, 2021.

ARTICLE 6 PAYMENTS AND FINANCIAL REPORTING

- 6.1 USDOT Payments to Recipient.** USDOT may make payments to the Recipient under this agreement. The Recipient acknowledges that USDOT determines the timing and amounts of any payments.
- 6.2 Payment Method.** USDOT will make payments to the Recipient only by transferring funds to the financial institution designated in the Recipient's registration in the System for Award Management (SAM) at <https://www.sam.gov/>. The Recipient acknowledges that the Recipient is responsible for maintaining the accuracy of that information in SAM and that USDOT does not operate or maintain SAM.
- 6.3 Initial Payment.** After the date of this agreement, USDOT may make an initial payment to the Recipient of an amount, determined by the USDOT, not more than 50 percent of the Estimated Public Contribution.

6.4 Optional Interim Payment.

- (a) The Recipient may request one payment from USDOT after the initial payment under section 6.3 and before submitting the report required under section 6.7(a), but the Recipient shall not make that request before 60 calendar days after the date of this agreement.
- (b) To request the payment permitted under section 6.4(a), the Recipient must submit to USDOT, a request using Form AMJP-1A.6.4, as provided on the AMJP Website and in compliance with the instructions on that form, requesting a payment that is not more than the amount that would make the sum of that payment and all prior payments from USDOT under this agreement equal to 90 percent of the Estimated Public Contribution. After the USDOT reviews that request, the USDOT may authorize the Recipient to resubmit the request through the DELPHI eInvoicing System (iSupplier).
- (c) The USDOT may accept or reject any request for payment under this section 6.4, and the USDOT may make a payment of an amount different than the amount requested by the Recipient. The Recipient acknowledges that it is not entitled to a payment based on any request under this section 6.4.
- (d) The Recipient acknowledges that the USDOT will not make a payment under this section 6.4, except in response to a request through the DELPHI eInvoicing System (iSupplier) that the USDOT authorized under section 6.4(b).

6.5 Eligible Employee Group Composition Report. Not later than 10 business days after the date of this agreement, the Recipient shall submit to the USDOT, using Form AMJP-1A.6.5, as provided on the AMJP Website, a report documenting the Eligible Employee Group and providing reference identifiers for Employees in that group. The Recipient shall use those reference identifiers consistently in all submissions to the USDOT, including submissions under sections 2.2, 2.3, 6.4, 6.6, and 6.7.

6.6 Interim Financial Reports.

- (a) Except as specified in section 6.6(b), during the Employee Protection Period, not later than 10 business days after each regular payment of wages to Employees in the Eligible Employee Group, the Recipient shall submit to the USDOT, using Form AMJP-1A.6.6, as provided on the AMJP Website, a report documenting allowable costs incurred under this agreement.
- (b) Section 6.6(a) does not apply if field 14 (Remarks) of the Cover Sheet states that “Section 6.6 interim financial reporting requirements are inapplicable to the Recipient.”

6.7 Final Financial Report and Request for Final Payment or Refund from Recipient.

- (a) Not later than 120 calendar days after the end of the Period of Performance, the Recipient shall submit to USDOT, using Form AMJP-1A.6.7, as provided on the AMJP Website, a report documenting the total allowable costs that the Recipient incurred during the Period of Performance.

- (b) If the sum of the USDOT payments under this agreement is less than both (1) the Estimated Public Contribution and (2) 50 percent of the total allowable costs that the Recipient incurred during the Period of Performance, then after reviewing the report submitted under section 6.7(a), the USDOT may provide instructions to the Recipient to submit a request for a final payment.
- (c) If the sum of the USDOT payments under this agreement is more than 50 percent of the total allowable costs that the Recipient incurred during the Period of Performance, the Recipient shall refund to USDOT the difference between (1) the sum of the USDOT payments and (2) 50 percent of the total allowable costs. After reviewing the report submitted under section 6.7(a), the USDOT will provide instructions to the Recipient on making that refund.

6.8 Debt Collection. The Recipient acknowledges that amounts paid from USDOT to Recipient under this agreement that the Recipient is required to refund, including amounts under section 6.7(c), constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

ARTICLE 7 RECORDKEEPING

7.1 Recipient Record Retention.

- (a) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.
- (b) In accordance with 2 C.F.R. 200.334:
- (1) the Recipient shall retain financial records, supporting documents, statistical records, and all other records pertinent to this award for a period of 3 years from the date that the Recipient submits the report required under section 6.7(a);
 - (2) if any litigation, claim, or audit is started before the end of the 3-year period described in clause (1), the Recipient must retain the records until all litigation, claims, or audit findings involving the records have been resolved and final action taken; and
 - (3) if the USDOT notifies the Recipient of a need to retain records, the Recipient must retain the records for a period determined by the USDOT.

7.2 Financial Records. The Recipient shall maintain financial records in accordance with a financial management system that meets the requirements of 2 C.F.R. 200.302.

7.3 USDOT Record Access.

- (a) The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.
- (1) the Recipient shall provide the USDOT, Federal Inspectors General, the Comptroller General of the United States, and any of their authorized representatives access to any of the Recipient's documents, papers, or other records that are pertinent to this award, to make audits, examinations, excerpts, and transcripts;
 - (2) the Recipient shall provide the USDOT, Federal Inspectors General, the Comptroller General of the United States, and any of their authorized representatives, timely and reasonable access to Recipient's personnel for the purpose of interview and discussion related to records described in clause (1); and
 - (3) the Recipient's obligations under clauses (1)–(2) continue as long as the Recipient retains the records, even if that period extends after termination of this agreement.

ARTICLE 8 RECIPIENT INTERNAL CONTROLS

8.1 Internal Controls. The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

8.2 Compliance and Monitoring. The Recipient shall:

- (1) comply with the United States Constitution, Federal law, and the terms and conditions of this agreement;
- (2) monitor its compliance with the United States Constitution, Federal law, and the terms and conditions of this agreement; and
- (3) if it identifies noncompliance with the United States Constitution, Federal law, or the terms and conditions of this agreement, promptly take action to remedy the noncompliance and promptly, but in no case later than 5 business days after identifying the noncompliance, notify the USDOT of the noncompliance, including a description of the noncompliance and any remedial actions taken or anticipated.

ARTICLE 9 NOTICES

9.1 Form of Notice.

- (a) For a notice or other communication under this agreement to be valid, it must be in writing.
- (b) For a notice or other communication to USDOT under this agreement to be valid, it must be signed and dated by an individual with legal authority to act on behalf of the Recipient.

9.2 Method of Notice to USDOT.

- (a) To submit reports or requests that this agreement requires the Recipient to submit to the USDOT using an identified form, including forms AMJP-1A.2.2, AMJP-1A.2.3, AMJP-1A.2.4, AMJP-1A.6.4, AMJP-1A.6.5, AMJP-1A.6.6, and AMJP-1A.6.7, the Recipient must follow submission instructions for the corresponding form, as provided on the AMJP Website. Sections 9.2(b)–(e) do not apply to those reports or requests. If the Recipient does not follow form instructions, the USDOT may deem the report or request as not received.
- (b) Except as specified in section 9.2(a), for a notice or other communication to USDOT under this agreement to be valid, it must be sent by email and either (1) by a national transportation company with all fees prepaid and receipt of delivery or (2) by registered or certified mail with return receipt requested and postage prepaid.
- (c) Except as specified in section 9.2(a), for a notice or other communication to USDOT under this agreement to be valid, it must be addressed using the information specified below:

For email delivery: AMJP@dot.gov

For other delivery: AMJP Program Manager
United States Department of Transportation
Office of the Assistant Secretary for Budget and Programs
1200 New Jersey Ave SE
Washington, DC 20590

- (d) Except as specified in sections 9.2(a) and 9.2(e), a valid notice or other communication to USDOT is effective on the later of (1) when the email is received by USDOT and (2) when indicated on the receipt of delivery by national transportation company or mail.
- (e) Except as specified in section 9.2(a), if a notice or other communication to USDOT under this agreement is received after 5:00 p.m. on a business day, or on a day that is not a business day, then the notice will be deemed received at 9:00 a.m. on the next business day.

9.3 Method of Notice to Recipient.

- (a) Except as specified in section 9.3(d), for a notice or other communication to the Recipient under this agreement to be valid, it must be sent (1) by email, (2) through the GrantSolutions tool, (3) by a national transportation company with all fees prepaid and receipt of delivery, or (4) by registered or certified mail with return receipt requested and postage prepaid.
- (b) For a notice or other communication to the Recipient under this agreement to be valid, it must be addressed to a Recipient Representative.
- (c) A valid notice or other communication to the Recipient is effective when received by the Recipient. It will be deemed received:
 - (1) for email, on receipt; for the GrantSolutions tool, on receipt of the email stating that the communication is available in the tool; and, for other delivery, when indicated on the receipt of delivery by national transportation company or mail; or
 - (2) if the Recipient rejects or otherwise refuses to accept it, or if it cannot be delivered because of a change in address or representatives for which no notice was given, then on that rejection, refusal, or inability to deliver.
- (d) For a notice or other communication to the Recipient under article 13 to be valid, it must be sent (1) by a national transportation company with all fees prepaid and receipt of delivery or (2) by registered or certified mail with return receipt requested and postage prepaid.

9.4 Recipient Representatives for Notice.

- (a) In this agreement, “**Recipient Representative**” means the “Primary Representative” or “Secondary Representative” identified in the Recipient’s Complete Application, as modified by Attachment B, or, if the Recipient identifies replacement representatives under section 9.4(b), those replacement representatives.
- (b) If a Recipient Representative is unable to receive notices or other communication under this section 9.3 on behalf of the Recipient, then the Recipient shall promptly identify one or more replacement representatives to USDOT in a notice under section 9.2.

9.5 Additional Mandatory Notices to USDOT. The Recipient shall notify the USDOT if any one of the following conditions is satisfied, not later than 2 business days after that condition is satisfied:

- (1) the Recipient takes any action to begin a bankruptcy or insolvency proceeding in any jurisdiction;
- (2) the Recipient takes any action to begin dissolving or otherwise discontinuing its operations;

- (3) the Recipient takes any action to begin modifying its organizational structure, including participation in a merger or acquisition, in a manner that may affect its eligibility under the AMJP Statute or capacity to comply with its obligations under this agreement;
- (4) the Recipient receives a notice or report related to this award or this agreement from the United States Comptroller General, a Federal Inspector General, or any other oversight entity; or
- (5) the Recipient becomes aware of waste, fraud, abuse, or potentially criminal activity related to this agreement.

ARTICLE 10 INFORMATION REQUESTS

10.1 USDOT Information Requests.

- (a) By notice, the USDOT may request from the Recipient any information that the USDOT determines is necessary to fulfill its oversight responsibilities under the AMJP Statute or other Federal law.
- (b) If the USDOT requests information from the Recipient under section 10.1(a), the Recipient shall respond in the form and at the time detailed in the notice requesting information.
- (c) This section 10.1 does not limit the Recipient's obligations under section 7.3 or 2 C.F.R. 200.337 to provide access to Recipient records.

ARTICLE 11 RECIPIENT CAPACITY

11.1 Rights and Powers Affecting the Recipient.

- (a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.
- (b) The Recipient shall act, in a manner acceptable to the USDOT, to promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

ARTICLE 12 AFFILIATE ENTITIES

- 12.1 Applicability to Affiliate Entities.** The Recipient's obligations under this agreement apply to all entities identified in Question 1.D of the Recipient's Complete Application, as modified by Attachment B.

ARTICLE 13 NONCOMPLIANCE AND REMEDIES

13.1 Noncompliance Determinations.

- (a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, including the AMJP Statute, or the terms and conditions of this award, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, and state whether that remedy is proposed or effective at an already determined date.
- (b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 13.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice. In its response, the Recipient may:
 - (1) accept the remedy;
 - (2) acknowledge the noncompliance, but propose an alternative remedy; or
 - (3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

- (c) The USDOT may make a final determination of noncompliance only:
 - (1) after considering the Recipient's response under section 13.1(b); or
 - (2) if the Recipient fails to respond under section 13.1(b), after the time for that response has passed.
- (d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

13.2 Remedies.

- (a) If the USDOT makes a final determination of noncompliance under section 13.1, the USDOT may impose a remedy, including:

- (1) additional conditions on the award;
 - (2) any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or
 - (3) any other remedy legally available.
- (b) To impose a remedy, the USDOT must provide a notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the notice is effective.
- (c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 13.2(a), before making a final determination of noncompliance under section 13.1. If it does so, then the notice provided under section 13.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.
- (d) In imposing a remedy under this section 13.2 or making a public interest determination under section 13.2(c), the USDOT may elect to consider the interests of only the USDOT.
- (e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 13.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).
- 13.3 Waiver of Judicial Review.** The Recipient waives any right to judicial review of a final determination of noncompliance made under section 13.1 and any right to judicial review of a remedy imposed under section 13.2.
- 13.4 Other Oversight Entities.** Nothing in this article 13 limits either party’s authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

ARTICLE 14

AGREEMENT TERMINATION AND CLOSEOUT

14.1 USDOT Termination.

- (a) The USDOT may terminate this agreement and all obligations on the USDOT under this agreement if any of the following occur:
- (1) the Recipient fails to comply with the terms and conditions of this this agreement;
or

- (2) the USDOT determines that termination of this agreement is in the public interest.
- (b) In terminating this agreement under this section 14.1, the USDOT may elect to consider only the interests of the USDOT.
- (c) This section 14.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 13.2.
- (d) The Recipient, by notice, may request that the USDOT terminate the agreement under this section 14.1.
- 14.2 Other Remedies.** The termination authority under this article 14 supplements and does not limit the USDOT's remedial authority under article 13 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.
- 14.3 Non-Terminating Events.** The end of the Period of Performance does not terminate this agreement or the Recipient's obligations under this agreement.
- 14.4 Closeout Termination.** This agreement terminates on Closeout.
- 14.5 Closeout.** In this agreement, “Closeout” means the event when the USDOT notifies the Recipient that the award is closed out. Closeout will not occur until after:
- (1) the Recipient submits the report required under section 6.7(a);
 - (2) the USDOT makes any final payment to the Recipient; and
 - (3) the Recipient refunds to USDOT any amounts required under section 6.7(c).
- Under 2 C.F.R. 200.344, Closeout should occur no later than one year after the end of the Period of Performance.
- 14.6 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's authority to disallow costs, including costs that USDOT reimbursed before termination, and recover funds from the Recipient.

ARTICLE 15

AGREEMENT MODIFICATIONS

- 15.1 Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by notice to the other party.
- 15.2 USDOT Unilateral Modifications.**
- (a) The USDOT may unilaterally modify this agreement to:

- (1) increase the Estimated Public Contribution as permitted under the AMJP Statute; or
 - (2) comply with Federal law, including the AMJP Statute.
- (b) To unilaterally modify this agreement under this section 15.2, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.
- 15.3 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under section 15.1 or section 15.2. If an amendment, modification, or supplement is not permitted under section 15.1 and not permitted under section 15.2, it is void.

ARTICLE 16

FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

16.1 Uniform Administrative Requirements for Federal Awards.

- (a) For the purpose of 2 C.F.R. parts 200 and 1201:
- (1) the Recipient is deemed a non-Federal entity carrying out an AMJP Program award as a recipient; and
 - (2) the only allowable costs under this award are described in section 3.1.
- (b) The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201, except that subpart F of part 200 does not apply if the Recipient is a for-profit entity.

16.2 Whistleblower Protection. The Recipient acknowledges that it is a “grantee” within the scope of 41 U.S.C. 4712 and that statute prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related to this award.

16.3 Federal Freedom of Information Act.

- (a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552. The USDOT implemented that Act through 49 C.F.R. part 7, and the USDOT’s process for consulting with submitters of information that may be confidential commercial information is described at 49 C.F.R. 7.29.

- (b) The Recipient acknowledges that information submitted to the USDOT by the Recipient related to this agreement, including the Recipient's Complete Application, may become USDOT records subject to public release under 5 U.S.C. 552.

16.4 History of Performance. Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

16.5 Paperwork Reduction Act Notice. Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "OMB"). Collections of information conducted under this agreement are approved under OMB Control No. 2106-0048.

16.6 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.
- (b) 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.

16.7 External Award Terms and Obligations.

- (a) In addition to this document and the contents described in section 1.2, this agreement includes the following additional terms as integral parts:

- (1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;
- (2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;
- (3) 2 C.F.R 175.10(b): Trafficking in Persons; and
- (4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

- (b) The Recipient shall comply with:

- (1) 49 C.F.R. part 20: New Restrictions on Lobbying;
- (2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and for the purpose of 49 C.F.R. 21.5(c), a primary objective of the AMJP Program is to provide employment;

- (3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and
- (4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance);

ARTICLE 17 ASSIGNMENT

17.1 Assignment Prohibited. The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

ARTICLE 18 WAIVER

18.1 Waivers.

- (a) A waiver granted by USDOT under this agreement will not be effective unless it is in writing and signed by an authorized representative of USDOT.
- (b) A waiver granted by USDOT under this agreement on one occasion will not operate as a waiver on other occasions.
- (c) If USDOT fails to require strict performance of a provision of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreements, that failure does not constitute a waiver of that provision or breach.

ARTICLE 19 MANDATORY AWARD INFORMATION

19.1 Information Contained in a Federal Award. For the purpose of 2 C.F.R. 200.211:

- (1) the “Federal Award Date” is the date of this agreement, as defined under section 20.2;
- (2) the “Federal Award Identification Number (FAIN)” is the identifier in field 2 (Agreement Number) of the Cover Sheet;
- (3) the “Budget Period Start Date” is the “FROM” date in field 5 (Federal Funding Period) of the Cover Sheet;

- (4) the “Budget Period End Date” is the “TO” date in field 5 (Federal Funding Period) of the Cover Sheet;
- (5) the “Amount of Federal Funds Obligated by this action” is the amount listed in the “Federal” column of field 10 (This Agreement) of the Cover Sheet;
- (6) the “Total Amount of Federal Funds Obligated” is the amount listed in the “Federal” column of field 11 (Total Agreement) of the Cover Sheet;
- (7) the “Total Approved Cost Sharing” is the amount listed in the “Federal” column of field 11 (Total Agreement) of the Cover Sheet;
- (8) the “Total Amount of the Federal Award including Approved Cost Sharing” is the amount listed in the “Total” column of field 11 (Total Agreement) of the Cover Sheet;
- (9) this award is not for research and development; and
- (10) indirect costs are not allowable under this award.

ARTICLE 20

AGREEMENT SIGNATURES AND EFFECTIVE DATE

- 20.1 Electronic Signature in GrantSolutions.** The parties are signing this agreement using electronic signatures in the GrantSolutions tool at the date and time recorded in the tool. The parties intend those electronic signatures to have binding legal effect.
- 20.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes an AMJP award when the USDOT’s authorized representative signs it.

ARTICLE 21

CONSTRUCTION AND DEFINITIONS

- 21.1 References to Times of Day.** All references to times of day in this agreement are deemed references to that time at the prevailing local time in Washington, DC.
- 21.2 Choice of Law.** This agreement is governed by and shall be construed in accordance with Federal law.
- 21.3 Integration.** This agreement constitutes the entire agreement of the parties relating to the AMJP Program and awards under that program and supersedes any previous agreements, oral or written, relating to the AMJP Program and awards under that program.

21.4 Definitions In this agreement, the following definitions apply:

“AMJP Application Instructions” means the text that was provided by USDOT in the application form that the Recipient completed to request funds under the AMJP Program.

“AMJP Solicitation” means the document titled “Process for Eligible Businesses Requesting Support Under the Aviation Manufacturing Jobs Protection (AMJP) Program” and published at 86 Fed. Reg. 31,573 (June 14, 2021).

“AMJP Statute” means sections 7201 and 7202 of Pub. L. No. 117-2.

“AMJP Website” means the webpage at <https://www.transportation.gov/AMJP> and the collection of related webpages and material related information linked, directly or indirectly, from that webpage.

“Employee” means employee as defined in section 3 of the Fair Labor Standards Act of 1938 (29 U.S.C. 308), except that any individual who provides services that are compensated through fees reported on IRS Form 1099 instead of IRS Form W2 is not an employee.

“Involuntarily” means, when used to modify layoff, furlough, or reduce the pay rate, means that the employer made a unilateral decision to layoff, furlough, or reduce the pay rate. It excludes (1) laying off Employees who offered to be laid off, (2) furloughing Employees who offered to be furloughed, and (3) reducing the pay rate of Employees who offered to have their pay rate reduced.

“Involuntary” means, when used to modify a layoff or a furlough, means that the layoff or furlough was the result of the employer’s unilateral decision to layoff or furlough the Employee or Employees. It excludes (1) a layoff of Employees who offered to be laid off and (2) a furlough of Employees who offered to be furloughed.

“Period of Performance” means the period listed in field 4 (Project Performance Period) of the Cover Sheet, inclusive of the from and to dates.

“Recipient’s Complete Application” means the combined content of (1) the application for funding submitted by the Recipient, (2) all documentation submitted with that application, and (3) any additional correspondence from the Recipient related to that application submitted through the GrantSolutions tool.

**ATTACHMENT B:
CORRECTIONS TO INFORMATION IN THE RECIPIENT'S COMPLETE
APPLICATION**

None. The information in Recipient's Complete Application, as defined in Attachment A, is accurate or is corrected in the Recipient's Complete Application.

VOID SAMPLE ONLY

**ATTACHMENT C:
SPECIAL CONDITIONS**

None. There are no special conditions for this agreement.

VOID SAMPLE ONLY

**ATTACHMENT D:
ADDITIONAL RECIPIENT INFORMATION**

None. This Attachment D is intentionally empty.

VOID SAMPLE ONLY

**ATTACHMENT E:
ADDITIONAL STANDARD TERMS**

**TERM E.1
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS—PRIMARY COVERED TRANSACTIONS**

2 C.F.R. Parts 180 and 1200

By entering into this agreement under the AMJP Program, the Recipient is providing the assurances and certifications for First Tier Participants, as set out below.

1. Instructions for Certification – First Tier Participants:

- a. The prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below, to be included in Attachment D to the AMJP Agreement. The certification or explanation will be considered in connection with the USDOT's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief that, except as documented in Attachment D to the AMJP Agreement, it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public

(Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall provide an explanation to USDOT for documentation in Attachment D to the AMJP Agreement.

TERM E.2
REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY
CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2021 (Pub. L. 116-260), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this term G.2, the following definitions apply:

“**Felony Conviction**” means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

“**Tax Delinquency**” means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Certifications.** Except as documented except as documented in Attachment D to the AMJP Agreement, the Recipient certifies that:
 - (1) the Recipient does not have a Tax Delinquency; and
 - (2) the Recipient does not have a Felony Conviction.
3. **Mandatory Notice.** The Recipient shall immediately notify USDOT if the certification under section 2 becomes inaccurate after the date of this agreement.

TERM E.3

RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this term E.3, “**Motor Vehicles**” means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this term E.3, “**Driving**” means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. 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.

For the purpose of this term E.3, “**Text messaging**” means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) 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 this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this term E.3, the “**Government**” includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as—

- (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
- (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Subawards and Contracts*. [Reserved].

VOID SAMPLE ONLY

TERM E.4
TITLE VI ASSURANCE

(Implementing Title VI of the Civil Rights Act of 1964, as amended)

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY ASSISTED
PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL
FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities
Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

By entering into this agreement under the AMJP program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (USDOT), it is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to

discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from USDOT.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted AMJP program activities:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. [Reserved]
3. [Reserved]
4. [Reserved]
5. [Reserved]
6. [Reserved]
7. [Reserved]
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, contractors,

subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the USDOT's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the USDOT. You must keep records, reports, and submit the material for review upon request to USDOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the AMJP Program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, sub-Recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the AMJP Program.