

PROJECT AGREEMENT BETWEEN
THE DEPARTMENT OF TRANSPORTATION OF THE
UNITED STATES OF AMERICA
AND
THE MINISTRY OF TRANSPORT AND PUBLIC WORKS OF THE NETHERLANDS
CONCERNING THE EFFECTS OF MARIJUANA SMOKING
ON ACTUAL DRIVING PERFORMANCE

I. AUTHORITY

This Project Agreement (hereinafter referred to as this Agreement) is entered into pursuant to Article III(b) of the Memorandum of Understanding Concerning Cooperation in the Field of Transportation between the Department of Transportation [DOT] of the United States of America and the Ministry of Transport and Public Works (Ministerie van Verkeer en Waterstaat [MinVW]) of the Netherlands, signed at Washington, DC on September 28, 1977 and at The Hague on October 6, 1977.

II. PURPOSE

This Agreement is intended to establish cooperation between the Department of Transportation (DOT) and the Ministry of Transport and Public Works (MinVW) representing other government bodies of the Kingdom of the Netherlands. DOT and MinVW are hereinafter referred to as the Parties. The overall purpose of this Agreement is to establish a program of research cooperation in traffic safety to determine the effects of marijuana smoking on actual driving performance using on-the-road driving situations in the Netherlands under carefully monitored conditions. The cooperation is directed toward gathering information which will help to determine the degree to which marijuana can be considered a major highway safety problem with the view towards avoiding unnecessary duplication of effort and minimizing cost to both Parties. In carrying out the terms of this Agreement, the project management responsibilities will be assigned to the National Highway Traffic Safety Administration (NHTSA) of the U.S Department of Transportation and the Road Safety Directorate (Directie Verkeersveiligheid, or DVV) of the Ministry of Transport and Public Works of the Netherlands.

Cooperation under this Agreement is subject to the applicable laws and regulations of the Parties.

III. PROJECT MANAGERS

a) Designation: The Road Safety Directorate (Directie Verkeersveiligheid, DVV) of the Ministry of Transport and Public Works, represented by Dr. J. G. Goos, shall represent the government of the Netherlands.

The research will be performed at the Federal University of Limburg (Rijksuniversiteit Limburg, RL), where Dr. L. Kreukels, Head of the Scientific Liaison Office (Wetenschapswinkel/Transferbureau/Sciencepark), will serve as the University's contract administrator.

The work will be performed by the university's Institute for Drugs, Safety and Behavior (Instituut voor Geneesmiddelen, Veiligheid en Gedrag, IGVG), where the Principle Investigator will be Dr. James F. O'Hanlon, Director of the Institute.

Theodore E. Anderson of the Office of Driver and Pedestrian Research, Research and Development, NHTSA will serve as the responsible manager for the U.S. Department of Transportation.

b) Responsibilities: The Project Managers shall be responsible for the accomplishment of the tasks and objectives set forth in this Agreement and in the Attachment, and shall be the contacts for detailed agreements and exchange of information related to this Agreement. Direct contact on technical matters may be made through the contractors (paragraph IV).

IV. CONTRACTORS

In the event that either party employs a contractor to conduct an exchange of information on its behalf, or participates in same (in addition to what is already described in the Attachment), the name of the contractor and the scope of its tasks and responsibilities shall be approved in writing by the other Party.

V. SCOPE OF WORK

The extent of work to be individually and jointly performed by the Parties is set forth in detail in the Attachment to this Agreement.

VI. FUNDING

a) The participation of each of the Parties in the project is subject to the availability of appropriated funds.

b) NHTSA shall bear the direct costs (e.g. salaries, travel expenses and per diem) connected with the participation of its personnel in the project.

c) The multi-year project will be funded over two years. The estimated costs for this project are 267,227 Dutch Guilders for the first year (study #1) and 293,085 Dutch Guilders for the second year (studies #2 and 3). The U.S. dollar equivalent of these estimates, based on the June 6, 1989 exchange rate of 2.22 Dutch Guilders to U.S. \$1.00, are \$120,373 for the first year, and \$132,020 for the second year.

The detailed Dutch Guilder estimates provided in the Attachment shall be the basis on which the U.S. dollar obligation will be calculated. The exchange rate on the date this document is signed by Dutch and American authorities shall be used to calculate the dollar equivalent of the Dutch estimate for the first year. Payment for the first year shall be made as soon after this agreement is signed as possible and the necessary funds are available to NHISA. Payment for the second year is optional, and shall only be made if NHISA approves the final plans for Studies #2 and #3. If approved, payment for the second year shall be based on the exchange rate at the time of that NHISA approval.

d) The Road Safety Directorate (DVV) of the Ministry of Transportation and Public Works of the Netherlands shall provide NHISA with a complete and detailed accounting report on all funds expended for this project.

VII. DATA ANALYSIS AND REPORTS.

It is incumbent on the Institute for Drugs, Safety and Behavior (IGVG) of the Federal University of Limburg (RL) to analyze the data using appropriate statistical methodology and to prepare the draft and final reports in English for each study completed under this Agreement. The Institute for Drugs, Safety and Behavior (IGVG) shall provide the Road Safety Directorate (DVV) of the Ministry of Transport and Public Works and NHISA each with at least five copies of all final reports produced by this project.

VIII. DISCLAIMER

Each party shall exercise its best efforts to ensure the accuracy of all data transmitted to the other Party pursuant to this Agreement; however, the accuracy of such data is not guaranteed. Each Party will use the data of the other contracting Party at its own risk and may not hold the latter liable in the event of claims arising from the use of such data.

IX. DURATION

a) This agreement shall enter into force on the date of signature and shall remain in force for a period of two and one-half years. It may be amended at any time by mutual agreement of the Parties in writing.

b) This Agreement may be terminated by either Party on sixty days written notice.

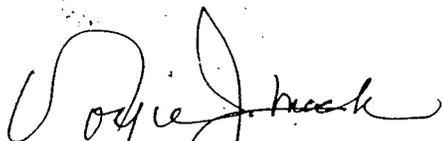
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DONE at THE HAGUE (NETHERLANDS), on 21. 09. 89,
in duplicate, in the English language.



FOR THE MINISTRY OF TRANSPORT
AND PUBLIC WORKS OF THE
NETHERLANDS

J. G. Goos
Head-Director of Road Safety Department



FOR THE DEPARTMENT OF
TRANSPORTATION OF THE UNITED
STATES OF AMERICA

Voyce J. Mack
Deputy Director
Office of International
Transportation and Trade