

This collection of information is voluntary and will be used to solicit participants and comments for the FHWA Highway Traffic Noise Model v 1.0 beta test. Public reporting burden is estimated to average 30 minutes per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Please note that an agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. The OMB control number for this collection is 2125-XXXX. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Highway Administration, Office of administration HAIM-40, Suite64-433, 1200 New Jersey Avenue, SE, Washington, DC 20590.

## FHWA Traffic Noise Model Version 3.0 Beta Test Participant Agreement

The FHWA would like to thank you for volunteering to participate in the beta-testing of the FHWA Traffic Noise Model version 3.0 (TNMv3.0). This Beta Test Participant Agreement is being executed between you (Participant) [insert person's name]; if applicable, your employer; and the FHWA. This agreement outlines both your obligations and the FHWA's. It is important that you and your employer are comfortable with this agreement. Please read the entire agreement before you and your employer (if applicable) sign it. If you do not understand or agree to any part of the agreement, you should not sign this document and instead ask questions before completing it.

By signing this document, you are agreeing to all the provisions. Included in these terms is your agreement to:

- Actively use, discuss, and evaluate the beta-version of TNM 3.0 to test the functions(s) you were assigned.
- Adhere to the beta-testing timeline and deliverables.
- Attend the three (3) webinars that are planned to occur at the beginning, mid-point, and end of the beta-testing.
- Not generate or share copies, pictures, or videos of the test materials in any form with anyone outside the beta-test group.
- Return all provided materials such as, but not limited to, TNM v3.0 beta versions, Manifold licenses, or other materials if requested by the FHWA.

Also:

- The FHWA will have unlimited rights to any feedback you submit.
- If it is the desire of the Participant to share materials under this agreement with other individuals in their agency/company or have other individual's beta-test TNMv3.0, then these individuals need to be identified to the FHWA and sign their own Beta Test Participant Agreement.

Thank you! We look forward to your participation in this testing.

# BETA TEST PARTICIPANT AGREEMENT

This Beta Test Participant Agreement (“Agreement”) is made and entered into between you, if applicable, your employer, and the FHWA, and is effective as of the date of acceptance on page 6.

Any failure by the Participant, other beta testers designated by the Participant, or the Participant’s employer, to comply with the terms of this agreement may result in termination of this agreement as described in section 5.

## **1. FHWA’s Obligations.**

- a. The FHWA will deliver the TNMv3.0 beta version at FHWA’s expense.
- b. The FHWA will deliver a single Manifold license at FHWA’s expense for which the Participant or Participant’s employer can retain after beta-testing is over.
- c. The FHWA will provide instructions on how to install TNMv3.0 and Manifold onto your computer (see Appendix A).
- d. The FHWA will assign you TNMv3.0 function(s) for you to test (see Appendix B).
- e. The FHWA will provide a schedule for beta-testing to include start and end times, tentative placeholders for three (3) webinars, and deliverables (see Appendix C).
- f. The FHWA will be the point of contact for any questions, comments, concerns regarding the beta-testing itself or deliverables (see Appendix D for contact information).
- g. The FHWA will modify, update and/or alter TNMv3.0 as it sees fit based on comments received and items identified during beta-testing.
- h. With the permission of the Participant and/or the Participant’s employer, the FHWA will add the Participant’s name and company (if applicable) on the introductory screen as a beta-tester when TNM v3.0 is opened as a way to acknowledge the Participant’s efforts. Other individuals identified by the Participant assisting in beta-testing will not be identified on this page.

## **2. Participant’s Obligations.**

- a. The Participant agrees to volunteer his/her time and his/her employer’s or personal computer equipment to test and evaluate all beta versions of TNMv3.0 as requested and described in Exhibit A. The Participant agrees to provide the information listed in Appendix E for the computer the Participant will use for the beta-testing. Appendix E also provides information on where to find this information.
- b. The Participant agrees to test TNMv3.0 for the function(s) outlined in Appendix A. Although the Participant is assigned certain function(s) to test and the FHWA expects a thorough testing of those functions, the Participant is allowed to test other aspects of TNMv3.0.

- c. The Participant will notify the FHWA of any and all functional flaws, errors, anomalies, and problems that are discovered to be directly or indirectly related with the function(s) identified in Appendix A, as well as those unrelated to those functions. In addition, the Participant agrees to provide FHWA with such reports (i.e., bugs) via the methods designated by the FHWA (see Appendix B) and to promptly respond to any and all reasonable inquiries, questionnaires, surveys, and other test documents submitted to the Participant by the FHWA.
- d. FHWA hereby grants the Participant a non-exclusive, non-transferable consent and license to use TNMv3.0 solely for the purpose of beta-testing. A beta version of TNM v3.0 shall not be used on any Federal-aid highway project needing FHWA approval.
- e. The Participant and Participant's employer agree not to publicly disclose all materials provided to beta-test TNM v3.0, including but not limited to, TNM v3.0 beta versions, Manifold licenses, or other materials.
- f. The Participant is the single point of contact for his/her employer with whom FHWA will coordinate.
- g. The Participant may designate up to 5 (five) individuals within his/her company/agency who will be beta-testing TNMv3.0. The ability of the Participant to designate additional individuals to beta-test will be subjected to the limitations of the single Manifold license that is provided. The name(s) and signature of these individuals must be provided in Section 5, and these individuals are bound by this agreement, like the Participant. All bugs identified by these individuals need to be compiled by the Participant and submitted to the FHWA.
- h. The Participant may designate one of the other participating individuals identified in Section 5 to participate in any or all of the scheduled webinars in lieu of the Participant. The name of this individual needs to be provided to the FHWA in writing at least one day prior to the scheduled webinar. Other individuals other than the Participant or other participating individual (if applicable) may listen-in/view the webinar, but will need to direct all questions through the Participants or identified other participating individual (if applicable).
- i. FHWA will have unlimited rights to any feedback, ideas, modifications, suggestions, improvements, and similar information provided by Participant with respect to the beta-testing of TNMv3.0.

### **3. Proprietary Rights; No Right to Copy, Modify, or Disassemble.**

- a. The TNMv3.0 beta version is the property of the FHWA. All applicable rights in all copyrights, trademarks, trade secrets, trade names, patents, and other intellectual property rights in or associated with TNMv3.0 are and will remain with the FHWA and the Participant shall have no such intellectual property rights to TNM 3.0 except the license provided to the participant in section 2.d.
- b. The Participant may not copy or reproduce TNM 3.0, any software or documentation without FHWA's prior written consent, except as reasonably needed to perform its obligations hereunder and subject to the following restrictions. Each copy of software or documentation made by the Participant must contain FHWA's proprietary and copyright notices in the same form as the original. The Participant shall not remove or deface any portion of any legend provided on any part of TNMv3.0.

- c. The Participant agrees to secure and protect TNMv3.0 and all copies from anyone not in the Participant's agency/company.
  - d. The Participant shall not reverse engineer, alter, modify, disassemble, or decompile TNMv3.0, or any part thereof.
  - e. The Participant shall delete, remove, or return to FHWA, all beta-versions of TNM v3.0 software and documentation at the end of the agreement or immediately after receiving written notice that the agreement is terminated by FHWA.
4. **Length of Agreement, Termination, Renewal.** This agreement is subject to termination by FHWA at any time after the effective date of this agreement for breach of the terms of the agreement described in this document. Termination for breach of the terms of this agreement will result in loss of any license, permission, or access to the TNMv3.0 beta version and the Manifold software. This agreement is valid for 1 year from the effective date of the agreement. This agreement may be renewed by both parties for an additional 1 year period of time.
  5. **Entire Agreement.** This Agreement and the Appendixes represents the entire agreement between the parties regarding the subject matter hereof.
  6. **Funding.** This agreement is not a funds obligation document and does not obligate the parties to expend appropriations nor to enter into any other agreements, contracts, or other obligations.

IN WITNESS WHEREOF, the Participant agrees to the terms of this Agreement effective as of the date of this acceptance.

**FHWA Signature** \_\_\_\_\_

**FHWA Name (Print)** \_\_\_\_\_

**Phone number** \_\_\_\_\_

**E-mail address** \_\_\_\_\_

**Date** \_\_\_\_\_

**PARTICIPANT Signature** \_\_\_\_\_

**Participant Name (Print)** \_\_\_\_\_

**Company Name** \_\_\_\_\_

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**Phone number**

---

**E-mail address**

---

**Date**

If applicable:

**Authorizing Signature  
(Employer)**

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**Authorizing Name (Print)**

---

**Date**

If applicable:

**Other Participating  
Individual's Signature #1**

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**Other Participating  
Individual's Name #1  
(Print)**

---

**Company Name**

---

**Phone number**

---

**E-mail address**

---

**Date**

**Other Participating  
Individual's Signature #2**

---

**Other Participating  
Individual's Name #2  
(Print)**

---

**Company Name**

---

**Phone number**

---

**E-mail address**

---

---

**Date**

---

**Other Participating  
Individual's Signature #3**

---

**Other Participating  
Individual's Name #3  
(Print)**

---

**Company Name**

---

**Phone number**

---

**E-mail address**

---

**Date**

---

**Other Participating  
Individual's Signature #4**

---

**Other Participating  
Individual's Name #4  
(Print)**

---

**Company Name**

---

**Phone number**

---

**E-mail address**

---

**Date**

---

**Other Participating  
Individual's Signature #5**

---

**Other Participating  
Individual's Name #5  
(Print)**

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**Company Name**

---

---

**Phone number**

---

**E-mail address**

---

**Date**

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## Appendix A

# BETA TEST PARTICIPANT AGREEMENT

## Instructions on how to install beta-version of TNM v3.0 and Manifold

*[Beta-version of TNMv3.0 – as provided by Aaron/Alex]*

*[Manifold, including version and how to navigate through the Manifold download, installation and license – as provided by Aaron/Alex]*

## Appendix B

# BETA TEST PARTICIPANT AGREEMENT Description of TNM v3.0 Function(s) to be Tested

Your Beta-tester ID is:

*[Functions – as provided by Bill]*

*[Reporting templates – as provided by Bill]*

# Appendix C

## BETA TEST PARTICIPANT AGREEMENT Description of Deliverables and Schedule

### **Deliverables:**

1. The Participant will provide the FHWA with any technical problems with the software (bugs) as the Participant identifies them. Bugs identified by all Participants will be compiled, then addressed by the FHWA as appropriate. This beta-testing is solely to identify bugs associated with TNMv3.0 and not to add suggested “wish list” items that the Participant may want to see within TNMv3.0. The FHWA will accept any suggested “wish list” items from the Participant, but in a separate document from the bugs identified. Unless a “wish list” item can be easily addressed while addressing an identified bug, it is highly unlikely that a “wish list” item will be incorporated into TNMv3.0. The inclusion of any “wish list” item will be at the discretion of the FHWA.
2. The Participant will provide a compiled list of all bugs to the FHWA by COB of the last day for the initial beta-testing and any potential subsequent rounds of beta-testing.
3. For any potential subsequent rounds of beta-testing, the Participant will provide confirmation to the FHWA that the bugs he/she identified have been addressed/fixes.

### **Schedule:**

The beta-testing of TNMv3.0 and associated webinars and deliverable of TNMv3.0 will occur approximately over a 42-day period as follows

*Day 1:* Kick-off webinar will be held, preferably on a Monday, but will be dependent on availability of scheduling the webinar. The purpose of this webinar will include but not be limited to the following:

- Introduction to the beta testing;
- Do’s and don’ts regarding the beta-test participant agreement, including assignments and deliverables;
- How to download and install Manifold and TNM v3.0;
- How the beta-testing will be conducted; and
- How to use the reporting template.

*Day 7:* Second webinar will be held, preferably on a Monday, but will be dependent on availability of scheduling the webinar. The purpose of this webinar will include but not be limited to the following:

- How to use TNM v3.0;
- What the GUI looks like;
- What is the same and different from TNM v2.5;
- Basics of input and output; and
- Use of TNM v2.5 file converter.

*Day 7:* At the conclusion of the second webinar, beta-testing officially begins. *Day 7 to day 32:* Beta-testing. Participants to provide bugs as identified and then provide a compiled list of all bugs identified by COB of day 32. The FHWA will send out emails periodically during this time period to inquire about the progress of beta-testing and to encourage continued progress.

*Day 42:* Final webinar will be held, preferably on a Monday, but will be dependent on availability of scheduling the webinar. The purpose of this webinar will include but not be limited to the following:

- Recap beta-testing;
- Summarize the bugs found;
- Hold roundtable discussion to get everyone's feedback;
- Discuss lessons learned;
- Provide a list of bugs that have been corrected; and
- Discuss next steps: length of time for all bugs to be fixed, the likelihood of a full second round of beta-testing or a modified/shortened period of time to ensure bugs have been corrected.

## Appendix D

# BETA TEST PARTICIPANT AGREEMENT FHWA Contacts

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adam.alexander@dot.gov

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Washington, DC 20590  
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# Appendix E

## Required Computer Information

Part of the beta-test process is determining the compatibility of TNM 3.0 with a variety of PC configurations. Please provide the following information about the computer(s) you are using to beta-test TNM 3.0.

Item	Example	Your Information (please type into document)
PC Brand and Model	Dell Dimension DIM 4700	
PC CPU and Speed	Intel Pentium 4 CPU, 2.8 GHz	
PC Memory (RAM)	2.49 GB	
Operating System	Microsoft Windows XP Professional	
Operating System Version and Service Pack	Version 2002 Service Pack 2	
Graphics Card:	ATI Radeon HD 3470	
Graphic Card Driver Provider:	ATI Technologies	
Graphic Card Driver Date:	7/17/2008	
Graphic Card Driver Version	8.513.1.0	
Display Resolution	1680x1050	

### Instructions for Windows XP SP2

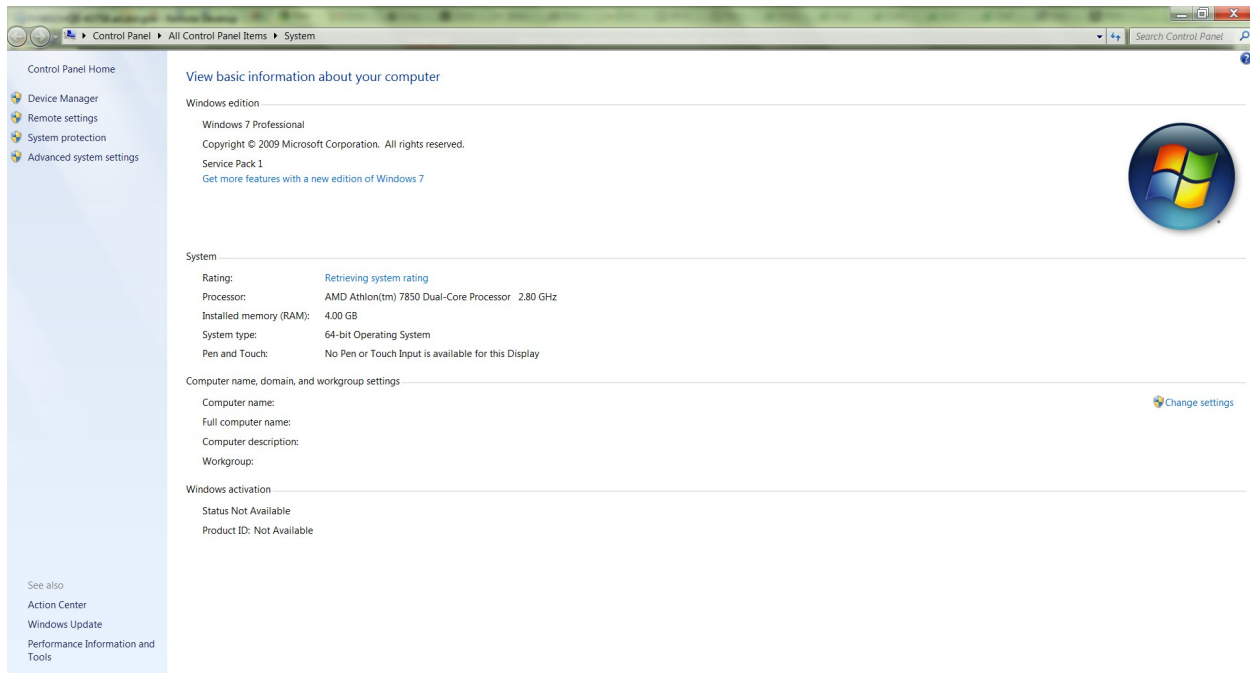
You can find the requested information in the System Properties window.

1. Open System Properties by selecting Start, then right-clicking on My Computer/Computer and selecting Properties. The Operating System and Computer information is located in the General tab.

To obtain the graphics card and graphics card driver information,

1. Select the Hardware tab. Next, select the Device Manager button. You may get a pop-up regarding system privileges. If so, select Okay and the Device Manager window will open.
2. Click on the small box to the left of Display Adapters to open the list of display adapters.
3. Select the graphics card from the list and right click to open the Properties window. The graphics card is usually branded ATI, NVIDIA or Intel. Select the Driver tab. Provide the graphics card type, driver provider, driver date and driver version as shown above.

## Instructions for Windows Vista and Windows 7



1. Select the Windows Menu button (normally located at the bottom left of the screen).
2. Right-click on Computer to open a menu and select Properties to open the System window.
3. The information about the computer system is shown in the main window. Provide either a screen shot as shown above, or list all information shown under Windows edition and System.
4. Select Device Manager from the Task list on the left side of the System window.
5. Click on the small box to the left of Display Adapters to open the list of display adapters. On computers with Windows 7 operating systems, this is an arrow pointing to the right.
6. Select the graphics card from the list and right click to open the Properties window. The graphics card is usually branded ATI, NVIDIA, or Intel. Select the Driver tab. Provide the graphics card type, driver provider, driver date, and driver version as shown above.

Determining the screen resolution depends on the operating system and the configuration of the display options.

### Windows XP

1. Right click on the desktop to open the relevant menu.
2. Select Properties from the menu to open the Display Properties dialog box.

3. Select the Settings tab.
4. The current display resolution is shown in the lower left quadrant in the Screen Resolution box.

#### Windows Vista

Look in Display Settings.

1. Right click on the desktop to open the relevant menu.
2. Select Personalize from the menu. This opens the Control Panel>Personalization dialog box.
3. Select Display Settings. This opens the Display Settings dialog box. The current display settings are shown in the lower half of the box.

#### Windows 7

1. Right click on the desktop to open the relevant menu.
2. Select Screen Resolution from the menu to open the Control Panel>All Control Panel Items>Display>Screen Resolution dialog box.
3. The current screen resolution is shown to the right of Resolution.