AGREEMENT TO BE IN A RESEARCH STUDY INFORMED CONSENT DOCUMENT - DRIVERS

Sponsor: City and State:	United States Department of Transportation Washington, D.C.		
Study Number and Title:	DTFH6115R00003; Tampa Hillsborough Expressway Authority (THEA) Connected Vehicle (CV) Pilot Deployment		
Study Investigator:	Steve Johnson, CISSP		
Address of Study Site(s):	Tampa Hillsborough Expressway Authority (THEA) 1104 East Twiggs Street Tampa, FLorida 33602		
Telephone Number:	813-272-6740 813-280-3405	THEA Pilot Study Help Desk	

"You" refers to you, the participant throughout the consent form.

INTRODUCTION

You are being invited to take part in an "actual use" research study. Before you decide to take part in this study, you should read this document. This document, called an informed consent document, explains the study. Please do not hesitate to ask questions.

PURPOSE OF THE STUDY

You are being asked to take part in a research study examining the use of a Connected Vehicle device. This investigational device will be used to alert you to some specific developing traffic hazards and to advance your vehicle through traffic signals when conditions permit.

This device has been developed for use by drivers to reduce the occurrence and severity of traffic incidents and crashes and to reduce delay drivers experience at intersections. Investigational means that the device is being tested for its ability to improve safety, mobility and environmental effects by the United States Department of Transportation for public use.

WHAT WILL HAPPEN DURING THE STUDY

After we confirm that you are eligible to participate in this study and you agree to be in this study, we ask that you sign this form before any study training or device installation in your vehicle begins. Otherwise, we will not continue with your session.

The installed device will operate within the study area at selected locations. A map of the study area is available in this registration facility. If you do not travel in the study area, please let a registration or training facilitator know immediately. Also, if your vehicle has an existing crash warning system or is not a 1996 model year or newer (an On-Board Diagnostics II, or OBD II, port must be available), please notify a facilitator.

Once you have signed this document we will proceed with the session, in which we will ask you to:

- Provide us with proof of a valid U.S. driver's license, proof of vehicle insurance, and proof of ownership (vehicle registration showing you as an owner or co-owner of the vehicle).
- Assure us that you drive in the test area and have no existing crash warning systems on the vehicle
- Assure us that, at least initially, you are willing to participate in the 18month duration of the test
- Watch a training video and ask questions about points to clarify
- Verbalize understanding of device instructions for use
- Wait while the device installation is completed
- Report to staff problems that arise with the device
- Assent to receive newsletters, email, etc. as part of the study
- Notify us if you sell the vehicle, are involved in a crash, or change your travel to outside the test area
- Answer questions about your continued participation in the project if your vehicle does not register on our logging devices for some time
- Return your vehicle to replace the equipment if we find it is not working properly or to our specifications (i.e., recall the equipment)
- Return your vehicle for removal of the device if you end your participation prior to completion of the study
- Complete a questionnaire about your experience with the device at the start and at the end of your participation and up to three times during the 18 months of the study
- You will receive a notification of the end of the study and a questionnaire to answer. Thereafter, you may continue to use the equipment, which will continue to be operational in Tampa, or have it removed.

We will be collecting data on your use of the device in order to better evaluate the use of this product in the study area.

Approximately 1600 automobile drivers, 500 pedestrians, ages 18 to 80, and 10 buses and 10 streetcars will participate in this study. Participation will involve installation of the device in your vehicle and driving while using the device over a period of one and a half years (18 months) in the study area.

Before You Decide to Participate What You Should Know

1. During the study, we are gathering information on the performance of the connected vehicle technology, and not evaluating you as a driver. You are providing permission for us to collect data whenever your vehicle is used or whenever you happen to drive another vehicle that is part of the study (for example, a vehicle owned by a friend who also happens to be in the study). If there are drivers of your vehicle who have not signed consent forms, we will **not** be able to delete data from trips in which they drove your vehicle. You will be expected to inform other drivers of your vehicle how to use the equipment.

- 2. Any data that personally identifies you or could be used to personally identify you will be held under a high level of security at one or more data repositories. Your data will be identified with a code rather than your name. Only qualified researchers will be authorized to have access to data that personally identifies you, or can be used to personally identify you, and the level to which they have access will be based on their level of authorization.
- 3. No identifying information will be collected on passengers or other drivers of your vehicle.
- 4. For the duration of your participation, you will be responsible for your insurance coverage and for control of the vehicle. Neither THEA nor USDOT is responsible for damages you may incur in the event of a crash and do not offer compensation. If you are in a crash, please contact emergency services as you normally would. We will then ask for more information, as detailed below. In the event of a crash, you are **not** responsible for any damage to the device that is installed into your vehicle. If the device becomes dislodged or loosens from its installed position, please contact us so the device may be secured.
- 5. You may withdraw from the study at any time. If you do withdraw from the study before your scheduled end date, you must agree to allow us to retrieve the device from your vehicle as soon as is feasible.
- 6. The equipment you will be issued will provide the following safety alerts that are further explained in the training video to follow:
 - a. End of Ramp Deceleration Warning
 - b. Emergency Electronic Brake Light
 - c. Forward Collision Warning
 - d. Wrong-Way Entry
 - e. Intersection Movement Assist
 - f. Pedestrian Collision Warning.

Definitions of the alerts:

- End of Ramp Deceleration Warning An application where alerts are provided to the driver approaching a queue at a speed that may be too high for safe travel. This alert will be tested on the downtown end of the Lee Roy Selmon Expressway Reversible Express Lane exit onto Meridian Avenue and Twiggs Street.
- Emergency Electronic Brake Light An application where the driver is alerted to hard braking in downstream traffic. This provides upstream drivers with additional time to look for, and assess situations developing ahead. This alert will be tested on the Lee Roy Selmon Expressway Reversible Express Lane exit onto Meridian Avenue and Twiggs Street.
- Forward Collision Warning An application where alerts are presented to the driver to help avoid or mitigate the severity of crashes into the rear end of other vehicles on the road. Forward Collision Warning responds to a direct and imminent threat ahead of the host vehicle. This alert will be tested on the

downtown end of the Lee Roy Selmon Expressway Reversible Express Lane that exits onto Meridian Avenue and Twiggs Street.

- Wrong-Way Entry An application that warns the driver when it is not safe to enter an intersection or ramp — for example, when trying to enter the Lee Roy Selmon Expressway Reversible Express Lane from Meridian Avenue or Twiggs Street when the reversible lane is closed to eastbound traffic. Also alerts equipped upstream drivers of an approaching wrong-way driver.
- Intersection Movement Assist Indicates unsafe movement into an intersection based on information from other connected vehicles.
- Pedestrian Collision Warning An application that warns drivers when pedestrians within the crosswalk are in the intended path of the vehicle. This will be tested on Twiggs Street at the Hillsborough County Courthouse mid-block crosswalk.
- Three of the above applications Forward Collision Warning, Electronic Brake Light Warning and Intersection Movement Assist – are vehicle-to-vehicle alerts and will work outside the study area if two or more connected vehicles are in a traffic situation that meets the conditions for an alert. FCW, EEBL and IMA will not alert you if the vehicle ahead or to the side is not equipped.

7. The equipment will also provide the following mobility enhancements:

- Intelligent Traffic Signal System An overarching system optimization application accommodating signal optimization, preemption and pedestrian movements for improved traffic signal performance under allowable conditions. This will be tested on Meridian Avenue, Florida Avenue and Nebraska Avenue.
- Probe Data Enabled Traffic Monitoring An application that utilizes communication technology to transmit real time traffic data between vehicles and roadside equipment for quick detection of slow speeds on the roadway enabling improved incident response. This will be tested on Meridian Avenue and other city streets.
- 8. You will receive a Driver Manual in English and, if you wish, an additional Tip Card in Spanish, after your training, that will list the connected vehicle applications, warning alerts, answers to frequently asked questions and contact information to reach the Help Desk.
- 9. There will be a Help Desk that you may call, (813) 280-3405, with general questions related to equipment use, to set up an appointment for equipment repair, to report a crash, or to withdraw from the project.
- 10. You will be randomly selected to be part of a treatment group or a control group. In either case the equipment you receive will not issue alerts immediately. The system will record travel data immediately, but not offer alert messages, until we notify you and activate your equipment. We will notify you of your start date several days beforehand by electronic message. The treatment group's start date to receive alerts will be about 90 days after your

initial installation appointment and the control group's start date to receive alerts will be sometime before the end of the project. The study will end on or about January 31, 2020.

- 11. This is <u>not</u> an autonomous-vehicle test, where the vehicle drives itself, but a connected-vehicle test where the driver is still in full control. This equipment will be under test, so that its capabilities can be evaluated. You are legally responsible to drive the vehicle. Neither THEA nor USDOT is responsible for damages you may incur in the event of a crash and do not offer compensation.
- 12. The equipment is designed to perform all alerts and warnings without driver adjustments or modifications. Do not tamper with the equipment. The Vendor Software Customer Use Agreement near the end of this document restricts your use of the software except for connected vehicle applications in this research study and as allowed in this Informed Consent Document.
- 13. If the equipment fails to respond as expected (e.g., without giving an alert), you will be expected to notify the installers, so that the equipment may be examined or replaced as needed. If the device becomes dislodged or loosens from its installed position, please contact us so the device may be secured.
- 14. If any installation difficulties arise, we will notify you for your approval before we perform any intrusive solutions (e.g., drilling of holes).
- 15. An application may be disabled for system maintenance, if needed. You will be sent a message when system maintenance begins and when it ends, during which time the application will not function. Do not expect alerts from the application when system maintenance is underway.

POTENTIAL RISKS OF PARTICIPATION IN THIS STUDY

Please tell the study staff if you feel uncomfortable with the equipment or as a result of the study session. You will not be penalized for your honesty.

As mentioned, this is an "actual use" study where you will participate in real-life scenarios of typical device use. As a result, you will be exposed to normal driving risk as a result of participating in this study and you will still be responsible for operating the vehicle responsibly. It is unlikely, due to the informative nature of the device, that you will be exposed to additional risk as a result of participating in this study. The device is designed to add a margin of safety to your driving experience. However, we have identified the following potential risks, which include:

- 1. Failure of the device to not operate as user was instructed that it should
- 2. Failure of the device to fulfill its designed safety function to alert the driver
- 3. Distraction from false alerts or unnecessary alerts
- 4. Inability of the driver to identify the driving problem associated with an alert(s)

- 5. Driving to the limits of the device's abilities or driving too fast while expecting the device to inform when to slow down
- 6. Expecting the device to yield benefits without your cooperation or proper use
- 7. Breach of device data protections by "hackers" or hostile actors
- 8. Breach of personal data protections by "hackers" or hostile actors
- 9. Breach of confidentiality by inadvertent mistake of a researcher.

BENEFITS OF THE STUDY

The device is designed to provide safety and mobility benefits to you. The device may reduce the travel cost of your trip. It is not known how much the device will enhance your driving experience or safety. The researchers are interested in how the device improves or diminishes your driving experience and how all the devices taken together impact traffic flows, crashes, delay and the environment.

PAYMENT FOR BEING IN THE STUDY

You will receive a toll rebate of 50 percent on THEA's Lee Roy Selmon Reversible Express Lanes and on certain trips on the Selmon local lanes for up to a cumulative maximum of \$550 for your participation. You will not receive monetary payment. The rebate period will begin within three business days following installation of the equipment in your vehicle and extend to January 31, 2020 or until you leave the Study. Please look over the Toll Incentive Agreement attached to this document. If you do not have a SunPass transponder, you can receive one as part of your Study registration and installation.

Upon completion of the study, the device will continue to be operational at the Tampa study intersections and between equipped vehicles. If you complete the study, you may keep the device for your continued use.

IN CASE OF AN INJURY RELATED TO THIS RESEARCH STUDY

It is important that you tell your study staff, either in person, by email or by phoning the number provided in this form, if you have been in a crash or experienced difficulty in using the installed device or a malfunctioning of the device. If you are in a crash, please contact emergency services as you normally would. After emergency services have completed their work, please contact the Study Help Desk (813) 280-3405 which will contact the Study Safety Manager, who will complete an Incident Report concerning the location, type of incident and the use of the device in the incident. For the duration of your participation, you will be responsible for your insurance coverage and for control of the vehicle. Neither THEA nor USDOT is responsible for damages you may incur in the event of a crash and do not offer compensation.

LEGAL RIGHTS

You do not lose any legal rights by signing this consent document. The above statement, "In Case of an Injury Related to This Research Study," does not stop you from seeking legal help in case of negligence.

CONFIDENTIALITY

Records of you being in this study will be kept private. There may be times when the study investigator will not be able to guarantee privacy, such as when the study records are requested by a court of law. If information from this study is published or presented at scientific meetings, your name and other personal information will not be used. The following people will have access to study records:

- Study Investigator and staff
- Sponsor Agency, USDOT, or its designees
- Salus IRB.

In the event of a breach in security related to your personal information, we will notify you of its nature and what we are doing about it.

Salus IRB and accrediting agencies may inspect and copy study findings, including this document, which may have your name on them. Therefore, your total privacy cannot be guaranteed.

EMPLOYEES OR FAMILY MEMBERS OF THE STUDY INVESTIGATOR, STUDY STAFF OR SPONSOR

If you are an employee or family member of the study investigator, study staff, or sponsor, the following statements apply:

- Your decision to participate or not, will not affect your or your family member's performance evaluations
- Your decision to participate or not, will not affect your or your family member's opportunity for promotion
- Your decision to participate or not, will not affect your or your family member's pay.

VOLUNTARY PARTICIPATION

Your participation in this study is voluntary. You are free to withdraw at any time. You may be withdrawn from the study at any time, by the study investigator, sponsor, USDOT or Salus IRB, without your consent, for any of the following reasons:

- to protect your safety/health;
- if you do not follow the instructions of the study staff;
- if there are not enough volunteers enrolled/participating in the study;
- if the sponsor chooses to halt the study.

If you are discontinued or withdraw from this study, no new data about you will be collected, however, all data that has been collected, could be shared with the study sponsor.

NEW FINDINGS

During the study, you will be told of any important new findings about the study. You can then decide if you still want to be in the study.

WHOM TO CONTACT

You may contact the study investigator or study staff at the phone number listed on the first page of this document for answers to questions, concerns, or complaints about this study, to report a research related injury, or for information about study procedures.

You may contact Salus IRB if you would like to speak with someone unrelated to the study, have questions, concerns, or complaints regarding the study, or have questions about your rights as a research participant.

Salus IRB 2111 West Braker Lane, Suite 100 Austin, TX 78758 Phone: 855-300-0815 between 8:00 AM and 5:00 PM CDT Email: salus@salusirb.com

If you would like additional information about your rights, research in general, or IRBs, you may visit <u>www.salusirb.com</u>.

TAMPA HILLSBOROUGH EXPRESSWAY AUTHORITY (THEA) CONNECTED VEHICLE PILOT TOLL INCENTIVE PROGRAM CUSTOMER AGREEMENT

The Tampa Hillsborough Expressway Authority ("THEA") invites you to join the Connected Vehicle Pilot Toll Incentive Program (the "Program"). The intent of the Program is to reward participants in the Connected Vehicle Pilot (the "Pilot") by giving them a partial toll rebate. The "user" in this agreement is the individual who agrees to participate in the Pilot as a driver.

ELIGIBILITY

All users who participate in the Pilot are eligible for the Program. Users must have a SunPass account and transponder to enroll in the Program. Anyone who wishes to enroll in the Program but is not a SunPass customer will receive a transponder free of charge. The transponder must remain in the vehicle that is registered and equipped to participate in the Pilot for the duration of the Program.

New customers must create a SunPass account to activate the transponder. For more information on SunPass, visit <u>www.SunPass.com</u>.

ENROLLMENT

Users participating in the Pilot may enroll in the Program in person at the time of the equipment installation appointment, or online after the installation at <u>www.TampaCVpilot.com</u>. The rebate will take effect within three (3) business days of enrollment.

Enrollment in the Program is optional. Users may opt out of the Program at any time by visiting <u>www.TampaCVpilot.com</u> or calling 813-280-3405.

Enrollment in the Program shall be acknowledgment and acceptance by the user of the terms and conditions of this agreement.

REBATE Upon enrollment in the program, the user will receive a 50 percent rebate on tolls when commuting to and from downtown Tampa on either the Lee Roy Selmon Expressway local lanes or the Reversible Express Lanes (elevated lanes). On the local lanes, the rebate applies only to the east toll gantry (near 78th Street), the west toll gantry (near Hyde Park Avenue) and the 50th Street/U.S. 41 interchange. THEA will issue the rebate as a monthly credit to the user's SunPass account.

Toll rates are subject to change. Please consult <u>www.tampa-xway.com</u> for current rates.

PROGRAM TERMINATION

Withdrawal from participation in the Pilot will constitute termination of this agreement.

The Program will end at the conclusion of the Pilot on January 31, 2020. Rebates will not be awarded for toll transactions occurring after that date.

OTHER TERMS AND CONDITIONS

THEA may alter, amend or otherwise change the terms and conditions of this agreement at any time. THEA will notify users of any changes via email at least seven (7) days in advance. THEA will also post the content of the email online at <u>www.TampaCVpilot.com</u> with the same effective date. Users are responsible for keeping their Pilot account information and SunPass account information current. Users may update their information at <u>www.TampaCVpilot.com</u> or by calling 813-280-3405.

VENDOR SOFTWARE CUSTOMER USE AGREEMENT

As a participant in this Pilot you shall not:

- alter, modify, translate, or adapt the pre-existing platform software from SiriusXM and third parties ("<u>Platform Software</u>") or create any derivative works based thereon;
- (ii) decompile, reverse engineer, disassemble the Platform Software or otherwise attempt to learn the source code, structure or algorithms underlying any of the Platform Software;
- (iii) copy any Platform Software;
- (iv) assign, sublicense or otherwise transfer the Platform Software in whole or in part;
- (v) use the Platform Software;
- (vi) disclose the Platform Software to any third party;
- (vii) rent, lease, lend, provide commercial hosting services or otherwise make the Platform Software available for value; or
- (viii) knowingly take any action that would cause any Platform Software or its licensors and/or suppliers products to be placed in the public domain.

SiriusXM, and its licensors and suppliers, retain title to and ownership of all rights and interest with respect to the Platform Software, and all copies and portions thereof.

Date

Date

APPROVED BY SALUS IRB: 24 JULY 2018

AGREEMENT TO BE IN THE STUDY

By signing this form, you agree that have had an opportunity to ask questions and received satisfactory answers to all your questions about this study.

Printed Name of Participant

Signature of Participant

Printed Name of Person Explaining Informed Consent Document

Signature of Person Explaining Informed Consent Document

You will be given a signed and dated copy of this informed consent document to keep.

FOR SALUS IRB USE	ONLY			
Initial draft	mys: 01Jun16	mys: 31May17	cjv: 27Nov17	
cjv: 29Nov17	tla: 28Mar18	tla: 23May18	tla: 24Jul18	