Deliverable D6.1

Confidentiality policy and agreements

Submission date: 1/10/2015
Lead contractor

International Union of Railways, UIC

Project Coordinator

University of Sheffield, USFD
**Executive Summary**

The confidentiality policy and agreements dealt with by the present document are specific to certain project tasks under Work Package 6, “Evaluation and decision support tools” the data for which this agreement pertains to is end-user data and source code to demonstrate the decision support tools and in its self this data will not form part of the deliverables for the NeTIRail Project, but will allow the demonstration of the decision support tools.

All other policies and agreements (e.g. consortium agreement) remain in force, if not modified by the present document.
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## Abbreviations and acronyms

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<th>Abbreviation / Acronym</th>
<th>Description</th>
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<tr>
<td>PM</td>
<td>Project Management</td>
</tr>
<tr>
<td>WP</td>
<td>Work Package</td>
</tr>
</tbody>
</table>
1. **Purpose**

1.1 **Nature of the deliverable**

Deliverable 6.1 is “a confidentiality policy and agreements for this particular project, also considering the continued usage of data after the project ends”. It obviously applies to activities, data and deliverables under Work package 6, rather than the whole project as suggested by the wording. The ensuing obligations however apply to all Consortium Members and other parties, as described below, even if not directly involved in the works under WP 6.

The policy is described in the text body; agreements are outlined in Annexes.

The confidentiality policy and agreements apply to data, code, and other information.

1.2 **Nature of the confidential material concerned**

In the present document, “confidential material” is a shorthand for data, databases, information and source code that are not public.

1.3 **Dissemination levels**

Dissemination levels have been from the general project guidelines, i.e. PU (public), PP (programme participants), RE (restricted to a group determined by the Consortium), and CO (Consortium Members only). However, as this data is only for the demonstration of the tool and does not form part of the project background or will not be included in the project deliverables the Commission Services are excluded in the dissemination levels, unless it is deemed necessary to add them in which case provision will be made for them to be added to the confidentiality agreement.\(^1\)

1.4 **Source Code and Data**

The pre-existing source code and data explicitly foreseen to be used under Work Package n°6 of the Consortium Agreement\(^2\) are:

<table>
<thead>
<tr>
<th>Background : data and information</th>
<th>Specific limitations and/or conditions for implementation (Art. 25.2 grant agreement)</th>
<th>Specific limitations and/or conditions for exploitation (Art. 25.3 grant agreement)</th>
<th>Dissemination level</th>
</tr>
</thead>
<tbody>
<tr>
<td>UIC-hosted databases: EDM, ERIM, ERTMS Atlas, ENEE (T6.1)</td>
<td>Sample or processed data will be used “as is”, and when not provided otherwise by the Data Owners under the Contract. No guarantee of their being up-to-date.</td>
<td>Data updates are not part of the present Contract.</td>
<td>RE (may include subcontractors)</td>
</tr>
<tr>
<td>UIC RailLexic dictionary (T6.2)</td>
<td>None; entries will be used when necessary for implementation.</td>
<td>Updates or direct links are not part of the present Contract.</td>
<td>PU</td>
</tr>
</tbody>
</table>

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\(^1\) These are the same levels that can be found on the cover page of the present document.

\(^2\) This table is based on the final version of the Consortium Agreement and shall be updated if need be.
D6.1 – Draft confidentiality policy and agreements

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<table>
<thead>
<tr>
<th>MERITS data (passenger train timetabling information) (T6.1)</th>
<th>Sample or processed data will be made available, as far as is necessary for implementation, and under terms &amp; conditions to be negotiated with the Owners.</th>
<th>Further usage of MERITS data for exploitation is not part of the present Contract.</th>
<th>RE (may include subcontractors)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Source code components (T6.2-T6.3)</td>
<td>Source code components from other projects, if useful, shall be re-used for implementation under pre-existing licensing conditions. This includes open source software components, for which various licensing conditions may apply (e.g. EUPL 1.1).</td>
<td>Source code components from other projects, if useful, shall be re-used for exploitation under pre-existing licensing conditions. This includes open source software components, for which various licensing conditions may apply (e.g. EUPL 1.1).</td>
<td>PU; Licensing conditions will apply (typically GPL or LGPL-style; to be detailed during the works)</td>
</tr>
</tbody>
</table>

Table 1 - Pre-existing source code and data to be covered by this confidentiality agreement - Source: consortium agreement, Annex 1.

Other specific, non-public data sources (e.g. databases from Consortium Members, from the Customer, or from third parties) not foreseen in the Consortium Agreement and intended to be used for the Project shall give rise to amendments to the present document.

1.5 Parties involved

Members and subcontractors list can be found under Annex 1 (to be permanently updated by PM).

2. Principles

2.1 Agreements

Confidentiality agreements are based on the same template, to be found under Annex 2.

One copy will be signed by all Consortium Members and designated subcontractors (if any) at an early stage.

Additional copies will be signed by additional parties when these are known.

2.2 Propagation

All changes in the Consortium members list, designated subcontractor list and third parties shall give rise to a matching update of the confidentiality agreements, by adding copies of further signature pages to the already signed ones, and a complete electronic version with all signature pages will be distributed to each signatory each time a new party is added.

All confidentiality rules shall be communicated in written form to subcontractors or other parties involved by the Consortium members. Subcontractors and other parties shall also sign confidentiality agreements following Annex 2.
The Project Management shall be kept informed of the intention to provide further parties with access to confidential information. The Project Management shall prepare the confidentiality agreements and get them signed before confidential material is handed over.

2.3 Least restrictive rule

Data, source code, or information made public or shared in other projects or under other circumstances under written rules may not be imposed more restrictive rules in the context of the Project.

Pre-existing, written rules must be notified in due time to the Project Management. If restrictions placed on confidential material are generally loosened by the material owners, the loosening shall apply as soon as it is notified in writing to the Project Management.
Annex 1 – List of consortium members, subcontractors and third parties

Consortium Members

As of 30/9/2015, consortium Members are:

The University of Sheffield (USFD)- the Coordinator
University of Leeds (ULEEDS)
International Union of Railways (UIC)
ADS-ELECTRONIC RESEARCH SRL (ADS)
Romanian Railway Authority (AFER)
Technical University Delft (TUD)
Albert-Ludwigs-Universität, Freiburg (ALU)
French Institute of Science and Technology for Transport, Development and Networks (IFSTTAR)
Turkish State Railway (TCDD)
Intermodal Transportation and Logistics Research Association (INTADER)
Statens väg- och transportforskningsinstitut (VTI)
Slovenian Railways, SZ-Infrastruktura, d.o.o. (SZ)
RCCF-TRANS (RCCF)

Subcontractors

As of 30/9/2015, designated subcontractors are:

Prometni Institut Ljubljana D.O.O.

Other third parties

To be completed as the project progresses
Annex 2 – Confidentiality Agreement

Project Title: NeTIRail-INFRA: The Needs Tailored Interoperable Railway project (UoS Ref: 140377)

This Agreement is between the parties listed in Annex 1 hereto in connection with sharing data, data sources, source code and information pertaining to the above named project (“Project”) led by Dr David Fletcher at the University of Sheffield (“Principal Investigator” and “Project Coordinator”).

Each party agrees that:

1. For the purposes of this Agreement "Confidential Material" means information of a confidential nature or which shall be designated as confidential by the Disclosing Party from time to time and in any form or format whether oral, written, magnetic, electronic, graphic or digitised and shall in particular include business information, technical know-how, source code, methodologies, data, work products, formulae, specifications, works of authorship or creative works and ideas which are owned, developed or acquired by the Disclosing Party.

2. It is anticipated that during the course of the Project a named party to this agreement (the “Disclosing Party”) may disclose Confidential Material to another member (the “Receiving Party”). For the duration of the Project and for a period of ten years following termination or completion of the Project the Receiving Party:

   • shall not use Confidential Material for a purpose other than the performance of its obligations under this Agreement;
   • shall not disclose Confidential Material to any person except with the prior written consent of the Disclosing Party;
   • shall make every effort to prevent the use or disclosure of Confidential Material.

3. The obligations in clause 2 above do not apply to Confidential Information which:

   • is at the Commencement Date or becomes at any time after that date publicly known other than by the Receiving Party's breach of this Agreement;
   • can be shown by the Receiving Party to the Disclosing Party's reasonable satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party;
   • is or becomes available to the Receiving Party otherwise than pursuant to this Agreement and free of any restrictions as to its use or disclosure;
   • is required to be disclosed by law;
4. The Parties acknowledge that the Confidential material is and shall remain the sole and exclusive property of the Disclosing Party, including all applicable rights to patents, copyrights, trademarks and trade secrets inherent therein and pertinent thereto.

5. The Parties agree that any material is made available “as is” and no warranties are given or liabilities of any kind are assumed with respect to such material, including, but not limited, to its fitness for the Purpose of this Agreement, non-infringement of third party rights, or its correctness.

6. The Receiving Party shall delete from its computer systems and shall return to the Disclosing Party all documents, records, and materials in its possession, custody or control incorporating any Confidential Information (except for one single electronic or written copy of the Confidential Information which may be retained for audit purposes):
   • (except as otherwise agreed in writing) forthwith upon conclusion of the Purpose; or forthwith at any time on written request by the Disclosing Party;
   • The return of Confidential Information shall not release either party from its obligations under this Agreement.

7. This Agreement shall have effect from the date of the first signature and shall continue in full force and effect until the Project is complete. In the event of the termination of the Project, this Agreement shall automatically terminate. Termination or expiration of this Agreement howsoever occurring shall not affect the continuance in force of any provision of this Agreement which is expressly or by implication intended to continue in force on or after the termination or expiration of this Agreement.

8. This Agreement shall be governed by and construed in accordance with Belgian Law excluding its conflict of law provisions, and shall be subject to the exclusive jurisdiction of the Belgian Courts.

9. This Agreement may be executed in any number of counterparts, each of which when executed (and delivered or transmitted by electronic means), will constitute one original, and photocopy, electronic or other copies shall have the same effect for all purposes as an ink-signed original. Each party hereto consents to be bound by photocopy signatures of such party’s representative hereto. No counterpart will be effective until each party has executed at least one counterpart.
NeTIRail-INFRA CONFIDENTIALITY AGREEMENT

Signed for and on behalf of The University of Sheffield, Western Bank, Sheffield, S10 2TN

Signed: ……………………………………………………………

Name: ……………………………………………………………

Title: ……………………………………………………………

Date:……………………………………………………………. 
NeTIRail-INFRA CONFIDENTIALITY AGREEMENT

Consortium member/Subcontractor/Third Party Signature page

Sign below to confirm to that you have read and understood the terms of this confidentiality agreement.

Signed for and on behalf of …………………………………………………(Organisation)

Signed: ………………………………………………………

Name: ………………………………………………………

Or signed by each individual working on the NeTIRail-INFRA project

Signed: ………………………………………………………

Name: ………………………………………………………

Organisation: ………………………………………………

Title: ………………………………………………………

Date: ………………………………………………………