



*Train Information System
(TIS)*

TIS AGREEMENT FOR REPORTING SERVICES

RailNetEurope

and

.....

("TIS-User")

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This TIS Agreement for Reporting Services (the "**Agreement**") is entered into between:

1. **RailNetEurope**
Oelzeltgasse 3/9
1030 Vienna
Austria
(hereinafter "**RNE**")

and

2. **[NAME]**
[address]
[country]
(hereinafter "**TIS-User**")

(RNE and the TIS-User hereinafter each referred to as a "**Party**" and collectively the "**Parties**").

Recitals

- (A) RNE has designed and developed the Train Information System (TIS). TIS supports international train management by delivering real-time train Data concerning international passenger and freight trains. Thus, it is possible to follow the complete run of international trains via TIS across European borders.
- (B) RNE also supports train performance management of infrastructure managers, rail freight corridors and railway undertakings. All information collected in TIS since August 2013 is stored in the data warehouse. Based on this Data, RNE provides standard and/or tailor-made reports maintained by the Oracle Business Intelligence program as a technical medium for automatic data processing and analysis.
- (C) The precondition for using the RNE reporting services as described above is having signed the RNE TIS User Agreement with associated TIS user account and password.
- (D) RNE is the holder of Oracle Business Intelligence Suite Extended Edition licences¹.

¹ All licence information can be found on Oracle website here:

https://docs.oracle.com/cd/E55108_01/doc.62016/e56762/GUID-46C06986-CCBC-4153-B261-01F6D60CC929.htm

1. Definitions

In addition to the other terms defined elsewhere in this Agreement, the following words and terms shall have the meaning set forth below.

Agreement	means this agreement between RNE and the TIS-User.
Applicant	means a RU or an international grouping of RUs (RU Applicants) or other persons or legal entities with a public-service or commercial interest in procuring infrastructure capacity (non-RU Applicants).
Data	means the collection of information that is stored in TIS.
IM	means an Infrastructure Manager.
OBI	means the software program Oracle Business Intelligence Suite Extended Edition.
Parties	means RNE and the TIS-User.
RNE	means RailNetEurope and also OBI license holder for the purposes of this Agreement.
RU	means a Railway Undertaking.
TIS	means RNE's Train Information System, a real-time traffic information system for international passenger and freight trains.
TIS Advisory Board	means the advisory body to RNE (AB) consisting of one representative per Applicant and is open permanently to all TIS users. The main purpose of the AB is to propose developments of TIS and to grant all other members of AB the full access to TIS data if they are involved in the same train run. This eliminates the necessity to sign mutual TIS Data Sharing Declaration among partners who are members of AB and are involved in the same train run, too.
TIS Data Sharing Declaration	means the declaration signed between cooperating RUs on exchange of data in TIS

TIS-Member	means any Infrastructure Manager being a member of RNE or any Infrastructure Manager being a Party to a valid TIS Membership Agreement for IMs non RNE members having an access and using the system with read-only or read/write permission following the stipulations of the RNE IROGs or the TIS Membership Agreement for IMs non RNE members.
TIS-User	means each person or entity which is not a TIS-Member with a right to use TIS and to access its Data in TIS and OBI, mainly RU and non-RU Applicants.

2. Term

The Term of this Agreement shall begin upon signature of the Agreement by both Parties for a 1-year period. The Agreement will be renewed automatically for 1-year periods, unless one of the Parties informs the other Party, by registered mail with recorded delivery, of its wish to terminate said Agreement at least 3 months prior to the renewal date of the Agreement.

3. Source of the Data

All Data in TIS/OBI is provided by the IMs, RUs and terminals. The Data which can be retrieved by the TIS-User for reporting purposes is based on the signed TIS User Agreement and TIS Data Sharing Declarations and assigned to the company the TIS-User is linked to.

4. Reporting services of RNE

4.1 The standard package provided by RNE shall consist of the following services:

- 4.1.1 Installing, configuring and administering one OBI installation in RNE datacentre and uploading and storing of TIS data into OBI on regular basis
- 4.1.2 Access on: <https://reports.rne.eu> to one named OBI account with standard reports included (the OBI credentials are the same as the TIS credentials);
- 4.1.3 Participation to kick-off meeting organised by RNE:
 - Presenting the reports
 - Explaining the functions (point lists, train lists, etc.)
 - Supporting the set-up phase (point lists, train lists, etc.)
 - Data quality issues

- 4.1.4 Participation to annual user group meeting organised by RNE
- 4.1.5 1,5 man-days per year for support, maintenance, updating, etc.;
- 4.1.6 RNE Help desk for reporting services is available Monday to Thursday 9 AM to 4 PM CET and Friday 9 AM to 3 PM excluding Austrian public holidays (for contact details see Annex A).

The standard package has been developed by RNE Joint Office based on RU requirements, tested and approved by RNE Performance Management Working Group (PM WG).

The list of standard reports and their description shall be published on <https://reports.rne.eu>.

4.2 The following extra services might be requested at additional costs:

- 4.2.1 Automatic schedule of standard report
- 4.2.2 Adaptation of standard report
- 4.2.3 Additional report: it is a tailor-made report visible and accessible only in the OBI account of the TIS User who have requested and paid for it.

4.3 Test period might be requested for a minimum of 1 (one) week up to maximum of 3 (three) weeks. The pre-payment of € 500, -- is required, as RNE should do the complete installation and configuration already for the testing period. It will then be deducted from the annual fee.

4.4 OBI online availability is fully granted on operation days Monday to Thursday 9 AM to 4 PM CET and Friday 9 AM to 3 PM excluding Austrian public holidays. Please note that outside operational hours full availability cannot be granted!

5. Charges, Invoicing and Payments

5.1 The TIS User shall pay fees as listed in the table below:

Service Item	EURO
Standard package	
Testing	500, --²
One standard package (according to point 3.1)	recurring yearly fee of €2,000, --
Second standard package for the same TIS User	recurring yearly fee of €1,500, --

² This sum shall be deducted from the fee for the standard package in the first annual invoice.

Additional services	
Automatic schedule of standard report	250, --/report
Adaptation of standard report	250, --/report
Additional (tailor-made) report	Based on the budget offer

- 5.2 The invoice for testing period shall be sent from RNE to the TIS-User after the signing of this Agreement. The TIS-User shall pay the testing fee within 30 days from the day of the invoice at the latest. Once the sum for testing is paid, access to OBI account shall be given by RNE.
- 5.3 The invoices for the annual and additional fees shall be sent from RNE to the TIS-User by the end of the next month following the month of entering into force of this Agreement. The TIS-User shall pay these fees within 30 days from the day of the invoice. RNE has the right to disable the OBI account for which the annual and additional fees have not been paid two months prior the renewal date of this Agreement.
- 5.4 All payments to RNE shall be made to the following bank account:

Account holder:	RailNetEurope
Name of bank:	Erste Bank der Österreichischen Sparkassen AG
BIC code:	GIBAATWWXXX
IBAN code:	AT14 2011 1282 3521 6200

- 5.5 TIS-User`s details for invoices:

Invoicing address	
Contact person, including E-mail address and phone number	
VAT Identification number of the company	

6. Data Protection and Data Quality

- 6.1 RNE shall ensure that access to OBI account is secured by login name and password and configured that its reports are only accessible to authorised employees of TIS-User. For each person to be authorized to access OBI account on behalf of the TIS-User, they shall provide the person's contact data (name, email, telephone number and position) to RNE help desk. The TIS-User shall keep RNE updated about any changes regarding any authorized persons, in particular deregister persons whose access is not required any further or shall be deactivated.

7. Intellectual Property Rights

- 7.1 TIS is the intellectual property of RNE.
- 7.2 OBI is the intellectual property of Oracle Corporation. OBI software and related documentation are provided under a license agreement with RNE. Except as expressly permitted in OBI license agreement or allowed by law, RNE may not use, copy, reproduce, translate, broadcast, modify, license, transmit, distribute, exhibit, perform, publish, or display any part, in any form, or by any means. Reverse engineering, disassembly, or decompilation of OBI software, unless required by law for interoperability, is prohibited.
- 7.3 The reports made from OBI based on TIS Data are the intellectual property of the TIS User.

8. Miscellaneous

- 8.1 All clauses from TIS User Agreement signed with the TIS User concerning notices, confidentiality, limitation of liability, adjustment, applicable law and venue, termination and assignment are applicable between the Parties to this Agreement as well.
- 8.2 This Agreement shall be executed in two counterparts, one for each Party.

Vienna, _____

Joachim Kroll
Secretary General
RailNetEurope

Harald Reisinger
CIO
RailNetEurope

For TIS User

Annex A: Contact Details

RNE Contact Points:			
Name: Josef Stahl – Head of TIS			
Mail:	RailNetEurope Oelzeltgasse 3/8 1030 Vienna AUSTRIA	Email:	josef.stahl@rne.eu
		Phone	+43 1 907 62 72 27
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Name: Semko Merdan – Reporting expert (RNE Help desk)			
Mail:	RailNetEurope Oelzeltgasse 3/8 1030 Vienna AUSTRIA	Email:	semko.merdan@rne.eu
		Phone	+43 1 907 62 72 26
		Fax:	+43 1 907 62 72 90

TIS-User Contact Points for Reporting Services:			
Name:			
Mail:		Email:	
		Phone	
		Fax:	
		Phone	

		Fax:	
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