

Agreement on the access to TIS data on international passenger trains by the Eurail Group GIE

Preamble

The RailNetEurope IT database named "Train Information System" (hereinafter "TIS") contains a specific interface for CIT members which are parties to a multilateral agreement on the access to TIS data (as contained in Appendix 5 to the AIV, hereinafter the "CIT agreement"). This interface gives access to historic data of international trains' movements of all parties. It can be used at the sole condition that a party has been entrusted by the AIV to handle an individual passenger claim.

All railway undertakings parties to the CIT agreement are also owners of the Eurail Group GIE, which has been entrusted with the distribution and after-sale of the Eurail and Interrail passes.

The CIV Uniform Rules and the Regulation EC No 1371/2007 on rail passenger rights stipulate that compensation for delays is to be paid within one month of the submission of the claim. In order to handle claims of passengers holding Eurail and Interrail passes swiftly and efficiently, the Eurail Group GIE set up specific internal procedures. Access to the TIS historic data on international trains would speed up these processes.

In order to ensure that access by the Eurail Group GIE to the TIS is made in a legally secure, transparent, fair and confidential way, railway undertakings that have access to the TIS interface and are owners of the Eurail Group GIE have agreed on the following conditions:

1. Parties to the agreement

This agreement applies between the Eurail Group GIE and the following railway undertakings:

- ČD, Czech Republic;
- CFR Calatori, Romania;
- DB (incl. Fernverkehr, former DB Autozug, DB Regio), Germany;
- DSB, Denmark;
- HŽ Putnički prijevoz d.o.o., Croatia;
- NS, Netherlands;
- ÖBB Personenverkehr, Austria;
- SBB Personenverkehr, Switzerland,
- SJ, Sweden;
- SNCB/NMBS, Belgium;
- SNCF, France;
- Trenitalia, Italy;
- ZSSK, Slovakia.

The Eurail Group GIE is to nominate a person responsible for the application of this agreement within its organisation and a deputy for this person. Both persons will be listed with all their contact details in **Appendix 1**.

The list of persons responsible within the railway undertakings is to be found in Appendix 1 to the CIT agreement in Appendix 5 to the AIV.

The Eurail Group GIE and the above-mentioned railway undertakings will be hereinafter collectively referred to as **"the Parties"**.

2. Objectives

The objective of this agreement is to give the Eurail Group GIE access to the data contained in TIS concerning the delays suffered by international passenger trains operated by the railway undertakings listed in Point 1 above.

This agreement defines the rights and obligations of the Parties and ensures in particular that:

- a) the Eurail Group GIE only accesses the data that is necessary to handle passengers' claims;
- b) any information, especially in the form of electronic data, which is accessed by or shared among the Parties remains confidential, before, during, and after the consultation of TIS.

This agreement is a complement to the CIT agreement in Appendix 5 to the AIV, which solely sets the mutual obligations of railway undertakings listed in Point 1 above as regards the access to TIS data.

3. Access to TIS data

The railway undertakings listed in Point 1 above whose data is contained in TIS shall give access to information on the extent and causes of delay to international passenger trains to the Eurail Group GIE.

The Eurail Group GIE shall only consult the data contained in TIS for the purpose of checking passengers' claims in international traffic. It shall only consult the data that is relevant to a specific claim, in accordance with the route and trains used by the passenger in question.

If the Eurail Group GIE has any doubt about the validity or accuracy of the data contained in TIS in relation to a specific claim, it shall ask the railway undertaking in question to confirm the cause of the delay.

4. Confidentiality

The Eurail Group GIE shall regard any information on train delays and causes of delays either in the form of electronic data or data in written form on paper or any other material (e. g. printouts of excel files, tables, slides), that are contained in or taken out from TIS, as confidential.

Electronic data is a collection of information stored in a computer memory and/or on another physical medium.

The Eurail Group GIE shall ensure that confidential information remains confidential and is not disclosed or transmitted to any unauthorised person or used for any purpose other than that intended in accordance with point 3 of this agreement. The Eurail Group GIE shall undertake to implement and maintain security procedures and measures in order to ensure the protection, integrity and authenticity of data against the risks of unauthorised access, alteration, destruction or loss.

The Eurail Group GIE shall not disclose the above mentioned information by any means whatsoever and for any reason whatsoever, including orally, directly or indirectly, to third parties,

- except to passengers, if the above mentioned information is necessary to justify the rejection of their specific claim;
- unless the railway undertaking whose data is concerned agrees expressly in written form; or
- unless the Eurail Group GIE disclosing the information is forced to do so by legal obligation.

When authorised, further transmission of such confidential information shall be subject to the same constraints and degree of confidentiality.

5. Liability

If the Eurail Group GIE fails to fulfil the obligations defined in this agreement, and if this breach of obligations causes loss or damage to a railway undertaking listed in Point 1 above, the Eurail Group GIE shall be liable for the loss and damage, unless it proves that the loss and damage occurred without fault or neglect on its part.

Damages shall be limited to €10 000, except in case of intent or gross negligence.

6. Disputes

As far as possible, the Parties are to settle disputes on the interpretation and application of this agreement amicably. They may call on the General Secretariat of the CIT to provide help. The option to refer to arbitration tribunals or ordinary courts remains open.

7. Applicable law

This agreement is subject to Swiss law.

8. Entry into force, modifications and period of validity

This agreement comes into effect on **XX XXXXXXXXX 2020** for all Parties.

This agreement shall be modified in line with modifications made to the CIT agreement in Appendix 5 to the AIV. The Eurail Group GIE shall commit to adopt the necessary changes through its internal procedures in time for the decision to be adopted by the CIV Committee.

The railway undertakings listed in Point 1 above shall vary in accordance with the addition or withdrawal of railway undertakings to the CIT agreement in Appendix 5 to the AIV.

In case of termination of this agreement, the obligations related to confidentiality in accordance with Point 4 apply for a period of five years after the end of the agreement.