

Optimal Strategy to Innovate and Reduce energy consumption In urban rail Systems

D8.7 - List of User Group members

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Document status		
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2	11/01/2013	Second draft produced by C. Hoogendoorn, on the basis of J. Sandor's comments
3	11/01/2013	Final draft submitted for Quality Review
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Project co-funded by the European Commission within the Seven Framework Programme (2007-2013)		
Dissemination Level		
PU	Public	X
PP	Restricted to other programme participants (including the Commission Services)	
RE	Restricted to a group specified by the consortium (including the Commission Services)	
CO	Confidential, only for members of the consortium (including the Commission Services)	

Start date of project: 01/01/2012

Duration: 36 months

EXECUTIVE SUMMARY

In order to disseminate the project results and align them with the needs of the community of stakeholders, an OSIRIS users group was set up by UITP. The potential members were informed through UITP and UNIFE bodies and a number of them expressed their interest and signed a dedicated contract. Hence, the users group is composed of 11 members, including urban rail operators and an urban rail supplier, which are UITP and UNIFE members. Their participation is crucial therefore the membership of the users group can increase during the project lifetime.

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1. INTRODUCTION

This report aims at describing the setting up of the users group, as explained in part 8.3.1 of the Description of Work (page 40).

This is the first deliverable relating to the users group; hence it reminds the reader of this group's objectives. Furthermore, it details each step of the selection of its members.

2. OBJECTIVES OF THE USERS GROUP

The OSIRIS consortium considers important to receive expert feedback from urban operators and suppliers on the work delivered in the project. The users group allows non-partner organizations to "express the needs and input from the end-users and suppliers who are not part of the consortium" (Description of Work, page 39).

The agreed objectives of this group are to:

- align the project results with the needs of the wider community of stakeholders, in order to reach a Europe-wide consensus on them;
- collect their input in order to increase the representativeness of the project results;
- disseminate the project results;
- boost the interest in the development and adoption of the project outputs.

3. SETTING UP OF THE USERS GROUP

UITP is in charge of setting up and running the users group, with the support of UNIFE. This group consists of "urban transport operators (UITP members) and of suppliers (UNIFE members)" (Description of Work, page 40).

In order to allow stakeholders to participate in this group, UITP and UNIFE committees were informed of the possibility to join this group by filling in a "declaration of interest" (Annexe 1). This complies with the Description of Work (page 41) "UITP will (...) establish the link with the relevant UITP committees and subcommittees".

As a result from this, 9 organisations expressed an interest:

- Bombardier Transportation
- Ferrocarril Metropolità de Barcelona
- Metropolitano de Lisboa
- Nexus

- Oradea Transport Local SA
- Rheinbahn AG
- STIB
- Tramvia Metropolità
- Veolia Transport Ireland

A Contract of Participation in the OSIRIS Support and User Group was drafted by UITP and sent to the coordinator and to the members of the TMT group for validation. Once a final version was reached, the contract was sent to the organisations that had expressed their interest in the project (Annexe 2).

As a result of this, 11 completed and signed contracts were received. Hence, the list of users group members is the following:

- Bombardier Transportation
- Ferrocarril Metropolità de Barcelona
- Keolis
- Light Mobility Lda
- Metropolitano de Lisboa
- Nexus
- Oradea Transport Local SA
- Rheinbahn AG
- Stadtwerke München GmbH
- STIB
- Tramvia Metropolità

This list takes care of diversity in terms of urban operators' network size and type of systems implemented and grade of automation used. Also, it includes small and medium size networks and accession countries networks, in conformity with the Description of Work (page 41).

The participation of UNIFE and UITP members are crucial therefore the membership of the users group can increase during the project lifetime.

4. CONCLUSION

In order to encourage the dissemination of the project results and align them with the needs of the community of stakeholders, an OSIRIS users group was established. Through UITP committees, a wide interest was shown resulting in the participation of 11 members.

5. ANNEXE 1



Declaration of participation in OSIRIS Support and User Group

Participating company and expert commitment

We,(company),
.....(company address), agree
to participate in OSIRIS Support and User Group,
and mandate Mr/Mrs(name)
as our representative expert.

I,(expert's name);
.....(function), agree
to take an active part in the work of the MODSAFE Network of Operators.

On behalf of the company:

Expert

Date

Date

Name

Name

Function

Function

Signature

Signature

6. ANNEXE 2**CONTRACT OF PARTICIPATION
IN THE OSIRIS SUPPORT AND USER GROUP**

This Contract is being concluded between the International Association of Public Transport, hereinafter referred to as UITP, with a registered office at Rue Sainte-Marie 6, B-1080 Brussels, Belgium, represented by:

- Mr. Alain FLAUSCH, Secretary General
- Mr. Emmanuel BRISON, Financial Director

and

Company's name with a registered office at **Company's address including country**, hereinafter referred to as the Contractor, represented by:

- Ms/Mr President/CEO/General Manager/Technical Director... (as applicable)
- Ms/Mr Financial Director (as applicable)

Whereas UITP is an OSIRIS (Optimal Strategy to Innovate and Reduce energy consumption In urban rail Systems) Consortium partner, a project that is co-financed by the European Community's Seventh Framework Programme, under the Grant Agreement No. 284868, and in consideration that the Contractor has declared his willingness to participate in the OSIRIS Support and User Group,

It is agreed as follows:

Article 1. Purpose of the contract

The purpose of this contract is to specify the rights and obligations of both parties with regard to the Contractor's participation in the OSIRIS Support and User Group.

Article 2. Beginning, duration and end of the contract

This contract shall enter into force immediately after the signature by both parties and shall expire at the end the OSIRIS project, which is specified in the OSIRIS contract as 31 December 2014. It applies to all meetings held within the project lifetime, during which five to six "Network of stakeholders" meetings should be organised by UITP.

Article 3. Obligations of the Contractor and UITP

The Contractor hereby nominates Ms/Mr as Expert representing **Company's name** in the OSIRIS Support and User Group, hereinafter referred to as the Expert.

The Expert will perform the following:

- Participation in OSIRIS Support and User Group meetings (maximum two per year).
- Provision of feedback on the OSIRIS documents submitted to her/him for review.
- Follow the progress and assess the OSIRIS results in a constructive manner, in line with the project's goal;
- Support for OSIRIS consortium to disseminate project outcomes through the different communication channels of the contractor (events, website, newsletters, etc...).

Should the presence of an Expert from another field of expertise within the company be required, the contractor shall propose this to UITP, who will decide on an ad hoc basis.

UITP will provide logistical and management support to the Support and User Group meetings including the planning/preparation of the meetings and dissemination of documents. The Contractor will be responsible for the Expert's travel and hotel arrangements.

The language of the Support and User Group meetings will be English.

Article 4. Travel Expenses

UITP will reimburse the Contractor 100% of the Expert's declared travel costs related to her/his participation in the Support and User Group meetings (economy class travel and accommodation), respecting the limitations given in Article 5. The reimbursement will be limited to one expert per company.

Article 5. Budget

The total sum of the reimbursements paid to the Contractor on the basis of Article 4 shall not exceed EUR 700 € per travel. Exceptionally, the Contractor may submit a request to UITP to revise the limits on the basis of sound justifications. UITP shall decide on a case by case basis if the request can be agreed upon or not.

Article 6. Arrangements for invoicing and payments

The reimbursements will be paid on the basis of an invoice submitted by the Contractor within 30 days after the User Group meeting. Invoices cannot be sent in any case later than the 31 December 2014.

The invoice shall include the following information:

- (a) number and dates of meetings attended;
- (b) reference to the present contract;
- (c) total sum in Euro corresponding to travel and accommodation (if necessary, please use the exchange rate on www.oanda.com/currency/converter) and net of VAT;
- (d) the original invoices related to travel and accommodation.

All costs shall be reimbursed net of VAT. The Contractor may need to provide a legal basis (according to the national legislation) justifying the issue of a VAT-free invoice.

The invoice must be sent to the following address:
International Association of Public Transport (UITP)
(attn. Ms. Caroline Hoogendoorn)
Rue Sainte-Marie 6
B-1080 Brussels, Belgium

UITP's VAT number is BE 544 198 506

Provided they are duly justified, UITP will transfer the requested sum to the Contractor's bank account, specified in the *Bank Identification Form*, within 60 days from the receipt of the invoice. The reimbursements shall be made in Euro.

Article 7. Confidentiality

During the project and for a period of five years after its completion, the Contractor and his employees undertake to preserve the confidentiality of any data, documents or other material that is identified as confidential in relation to the execution of the project. The Contractor and his employees shall be bound by the code of confidentiality and mandatory discretion in respect of all facts, information, documents and decisions to which he is party in the course of the assignment. She/He shall in particular abstain from any written or oral communication on these subjects and any communication of documents to the third parties without the prior approval of UITP.

Above paragraph no longer applies where:

- the confidential information becomes publicly available by means other than a breach of confidentiality obligations;
- UITP subsequently informs the recipient that the confidential information is no longer confidential.

The Contractor undertakes to use such confidential information only in relation to the execution of the project unless otherwise agreed with UITP.

Notwithstanding the preceding paragraphs, the treatment of data, documents or other material which are classified ("classified information") or subject to security restrictions or export or transfer control, must follow the applicable rules established by the relevant national and Community legislation for such information, including the European Commission's internal rules for handling classified information.

Article 8. Ownership

All work carried out under the terms of the OSIRIS contract shall be the property of the OSIRIS Consortium, thereby ruling out any commercial use made by the Contractor.

Article 9. Termination of the Contract

This contract may expire before the end date of the project in case of a serious neglect on the side of the Contractor and, in particular, following a period of her/his inactivity in the Support and User Group. Such situation will be evaluated under the discretion of UITP on a justified basis: non participation in one "Network of stakeholders" meeting and/or inactive participation in the "Network of stakeholders" activities. UITP would duly inform the Contractor about the possibility to exclude him from the group and to replace him with another participant.

Article 10. Formalities to be completed by the Contractor

The Contractor declares that he has undertaken all administrative formalities required under his country's legislation concerning work of the expert delegated, covering in particular: taxes, insurance and social security funds, and shall relieve UITP from any liability in case of any failure on his part to meet his obligations.

The Contractor may be required to obtain coverage for the risks for which he is responsible, as well as for his civil liability.

Article 11. Governing Law

Should any dispute or litigation occur between the parties with respect to this Agreement the parties will do their utmost to settle on an amicable basis. If this proves not to be possible, this agreement shall be governed by and interpreted according to the laws of Belgium.



ACCEPTED AND AGREED:

UITP

by
Alain Flausch

and

by
Emmanuel Brison

(signatures)

Date :

COMPANY NAME

by
NAME SURNAME

and

by
NAME SURNAME

(signatures)

Date :