License for use of RailCheck Dataset

for the transfer and use of data available at https://railcheck.cz

Between:

1. **NTNU & Bane NOR (Data owner)**, hereafter referred to as "Provider";

   and

2. ...., hereinafter referred to as "Recipient";

The foregoing (legal) entities are solely referred to as "Party" and collectively referred to as "Parties".

Whereas:
Provider wishes to provide the data available on https://railcheck.cz to Recipient for the purpose of the Recipient's work in Recipient's Institution. Recipient wishes to receive such data for this purpose.

1   Definitions

1.1 Agreement: This Licence for use of RailCheck Dataset

1.2 Provider: Stated above in chapter Between: 1.

1.3 Recipient: Stated above in chapter Between: 2.

1.4 Data: Content available on https://railcheck.cz after log-in.

1.5 Research: Recipient's work under the Consortium Plan for which the Data are Needed.

2   Transfer & Permitted Use

2.1 The Provider shall grant access to the Data to Recipient for the sole purpose of the Research.

2.2 The Recipient agrees that:

   (a) the Data shall be used solely for the purposes of the Research.
   (b) the Data shall be stored and used only at the Recipient´s under the direction of the Recipient Scientist or others working under his/her direct supervision;
   (c) the Data will not be transferred to anyone else within or outside the Recipient organisation without the prior consent of the Provider;
   (d) the Data will be stored and used in compliance with all applicable law and regulations and the Recipient's internal policies; and
   (e) it has appropriate technical and organisational measures in place preventing unauthorised access, alteration, damage, destruction of the Data.
   (f) the Data will be used for non-commercial use only.
   (g) he/she gives proper attribution when presenting outcomes which resulted from this project.

3   Ownership

3.1 Provider shall retain ownership of the Data.

4 Representations, Warranties & Liabilities

4.1 The Provider makes no representations and extends no warranties of any kind, either expressed or implied with regard to the Data. There are no express or implied warranties or fitness for a particular purpose. The Provider agrees to promptly inform Recipient in writing if Provider obtains knowledge of any patent or property rights of third being infringed by the use of the Data.

4.2 Except to the extent prohibited by law, the Recipient assumes all liability for damages which may arise from its use, storage or disposal of the Data, unless caused by gross negligence or wilful misconduct of Provider. The Provider will not be liable to the Recipient for any loss, claim or demand made by the Recipient, or made against the Recipient by any third party, due to or arising from the use of the Data by the Recipient, except to the extent prescribed by law when caused by the gross negligence or wilful misconduct of the Provider.

5 Effective Date & Termination

5.1 This Agreement will become effective on the date of last signature and shall terminate in 5 years unless otherwise agreed or if earlier terminated in accordance with the terms of this Section 5.

5.2 Provider may terminate this Agreement with immediate effect:

   (a) if Recipient is in breach of this Agreement and, in case a remedy is possible, fails to remedy such breach within the timeline stated in the notification of the Provider requesting the remedy; or

   (b) in the event the behaviour of Recipient or its employees endangers the integrity of Provider in any way.

5.3 Upon the effective date of termination or expiry, Recipient will discontinue its use of the Data, and if Provider requires so, return the Data to Provider.

6 Governing Law & Competent Court

6.1 This agreement shall be interpreted, governed and enforced exclusively in accordance with the laws of Norway.

6.2 All disputes between the Parties related to this Agreement, are to be instituted by the competent court of Sør-Trøndelag, Norway.

Provider has read and accept the terms for transfer and use of the data.

Recipient confirms by signature that has read and accept the terms for transfer and use of the data.

Recipient Institution: **Recipient Scientist:**

....
      (stamp & signature)   (signature)
Date: Date:
Name: Name:
                                                Position: