

TERMS AND CONDITIONS OF USE

“World Data League 2023 Competition”

RECITALS:

- 1) By agreement between the Municipality of Lisbon, Legal Entity n.º 500 051 070 in Portugal, hereinafter referred to as “Municipality” and the Association “WDL – World Data League”, Legal Entity n.º 516 698 885 in Portugal, hereinafter referred to as “WDL”, the Municipality agreed to grant WDL access to the information identified in “Table I”, relating to its activity, for the purposes of developing the Project “Competição World Data League 2023” of a social nature, which consists of solving the challenge “DETERMINING THE MAIN MOBILITY FLOWS IN THE CITY OF LISBON BASED ON MOBILE DEVICE DATA” proposed to the international participants of the project, regarding the tasks and respective data sets, during the period of validity of the project;
- 2) The goal of this challenge is to extract inputs from data from mobile devices in order to acquire a more profound and more realistic knowledge about the main mobility flows that occur in the city of Lisbon, during the morning and afternoon rush hours. These insights will contribute to improving the mobility and quality of life of its citizens and meeting the sustainability objectives;
- 3) The WDL intends to guarantee that the participants maintain the confidentiality of all the information shared by them for the purposes of project development, as well as ensures the possibility of using the data analysis model that will be developed by the participants within the scope of the referred project;
- 4) Access to the information identified in “Table I” does not involve the processing of any personal data. If, in the execution of said project, there is an exception to what was initially foreseen, WDL and the participants assume the commitment, in compliance with the General Data Protection Regulation and other applicable legislation, to enter into a Data Processing Agreement, intended to define the respective responsibilities for the processing of personal data that has been collected.

Information to be made available	Description	Format
CML – DISPOSITIVOS MOVEIS_GRELHA	Information on the number of active mobile phones per square of 200m/200m every 15 minutes - Squares of the city of Lisbon	CSV
CML – DISPOSITIVOS MOVEIS_QUADRICULAS	Coordinates of the centroids of the 200x200 m squares, in the city of Lisbon	CSV

CML – DISPOSITIVOS MOVEIS_EIXOS	Number of mobile phones entering and leaving the city every 15 minutes on the 11 main road axes in the city of Lisbon	CSV
CML - DISPOSITIVOS MOVEIS_TROÇOS DE VIA	Mapping of road sections used to calculate city entrances and exits	SHP
CML_WAZE_JAMS	Traffic level data recorded through the WAZE platform	CSV
CML-REDE_VIARIA	Mapping of the road network in the city of Lisbon	CSV, KML, SHP, GEOJSON
CML_CONDICIONAMENTOS_TRANSITO	Registration of traffic conditioning/restrictions	CSV

Table I – Shared Information

OBJECT

The WDL agrees to grant participants free access to the data shared by the Municipality, for the purposes of developing a model for analyzing said data.

CONFIDENTIALITY DUTIES

a) The Parties acknowledge that all information disclosed by WDL in connection with this project is confidential.

b) For the purposes of this project, the parties agree that any financial, technical, and non-public information of any nature disclosed by WDL is confidential, regardless of its support, including any draft, concept, design, invention, design, photography, sketch, diagram, specification, development, idea, plan, communication, software and documentation relating to computer programs, records, data and databases of any nature, graphics, notes, models, and samples.

c) Participants undertake before the WDL to maintain the confidentiality of all information to which they are given access, committing themselves, in particular, to:

- Not to use any part or all of such information, except for the development of the project and until, or unless such information becomes public knowledge for no reason attributable to the participants;
- Keep strictly confidential and not disclose any part or all of this information to any other entities or persons, except the participants directly involved in the development of the project or other persons or entities duly authorized in writing by WDL;
- Adopt all measures reasonably necessary to protect the secrecy and confidentiality of the information given access by WDL;

- Ensure that participants or other persons or entities authorized by WDL to whom confidential information is disclosed are bound by secrecy and confidentiality duties identical to those provided for in this agreement.

d) It is not considered confidential, namely, any element of information:

- Whose disclosure has been expressly authorized by the Municipality;
- Which, up to the time of disclosure, has been published, made public or which otherwise cannot be ignored as belonging to the public domain;
- Made public after disclosure or belonging to the public domain for reasons not attributable to the participants, by way of intent or negligence;
- That participants can prove, by showing written support, that they had it in their possession at a time prior to that in which they received it from the WDL;
- Received by participants without a duty of confidentiality, provided that they have the right to provide this information and that it has not been obtained by them, directly or indirectly, from the entity under a condition of confidentiality;
- Participants are required by law or court order to disclose, provided they promptly notify the Municipality and reasonably cooperate with efforts undertaken by the Municipality to contest or limit the scope of such disclosure;
- That it is developed independently by the participants.

e) In the presentation and delivery of project results, in any format, namely reports, oral or written presentations, posters, dissertations, theses, memos, scientific articles, or others intended for public dissemination, by the participants:

- The names of employees of the Municipality must not be mentioned without their express consent, except in the case of people whose identity as well as the positions they hold are in the public domain;
- Confidential information should not be included without informing the Municipality of this intention through the participants and requesting their authorization to do so.

f) Upon completion of the project, or WDL's request, in case the project is not developed, the participants undertake to deliver to WDL all documentation and equipment that have been delivered to it, destroying any copies that have been produced and, as well as, at any time, communicate, immediately, any situation that jeopardizes the integrity and confidentiality of the information made available during the same.

g) Within a maximum period of sixty days after the conclusion of the project, the participants undertake to deliver the results of the project to WDL, the period being able to be extended by express agreement.

OWNERSHIP OF CONFIDENTIAL INFORMATION AND PROJECT RESULTS

a) All information considered confidential within the scope of this project will be the exclusive property of the Municipality, and participants will not acquire, through contact with this information, any right over it, other than the right to use it in the precise terms stipulated,

b) The results of the project will be made public under the Creative Commons Attribution 4.0 International license and all code produced by the participants under the MIT open license.

c) The dissemination of the results and developed code may be made later on the Municipality's website.

AMENDMENTS TO THE AGREEMENT

a) The parties may, by agreement and at any time, revoke or amend, in whole or in part, these provisions, provided that the confidentiality of the information is not called into question.

b) The said effects may also cease upon the conclusion of any contractual commitment between the parties in which the confidentiality of the same information is stipulated, thus replacing the terms of this agreement without prejudice to the provisions of the following number.

c) Under no circumstances, however, are the parties bound, by this agreement, to enter into any legal transactions in the future.

INDEMNITY

Participants acknowledge and agree that any breach of these provisions may result in damages to WDL and undertake to indemnify WDL for any loss, expense, cost, damage, or claims arising out of or associated with such breach.

COMMUNICATIONS

All communications relating to this project must be in writing and sent by registered mail to the addresses of the parties identified in the recitals.

APPLICABLE LAW

This agreement is subject to Portuguese law, and the Jurisdiction of the Comarca of Lisbon will be competent to resolve any disputes arising therefrom.

VALIDITY

The confidentiality and secrecy obligations presently provided for remain in force until the information disclosed to participants is no longer considered confidential.