MANUAL
SECURE EXCHANGE OF DATA
SHARED MOBILITY

City Data Specification–Mobility (CDS-M)
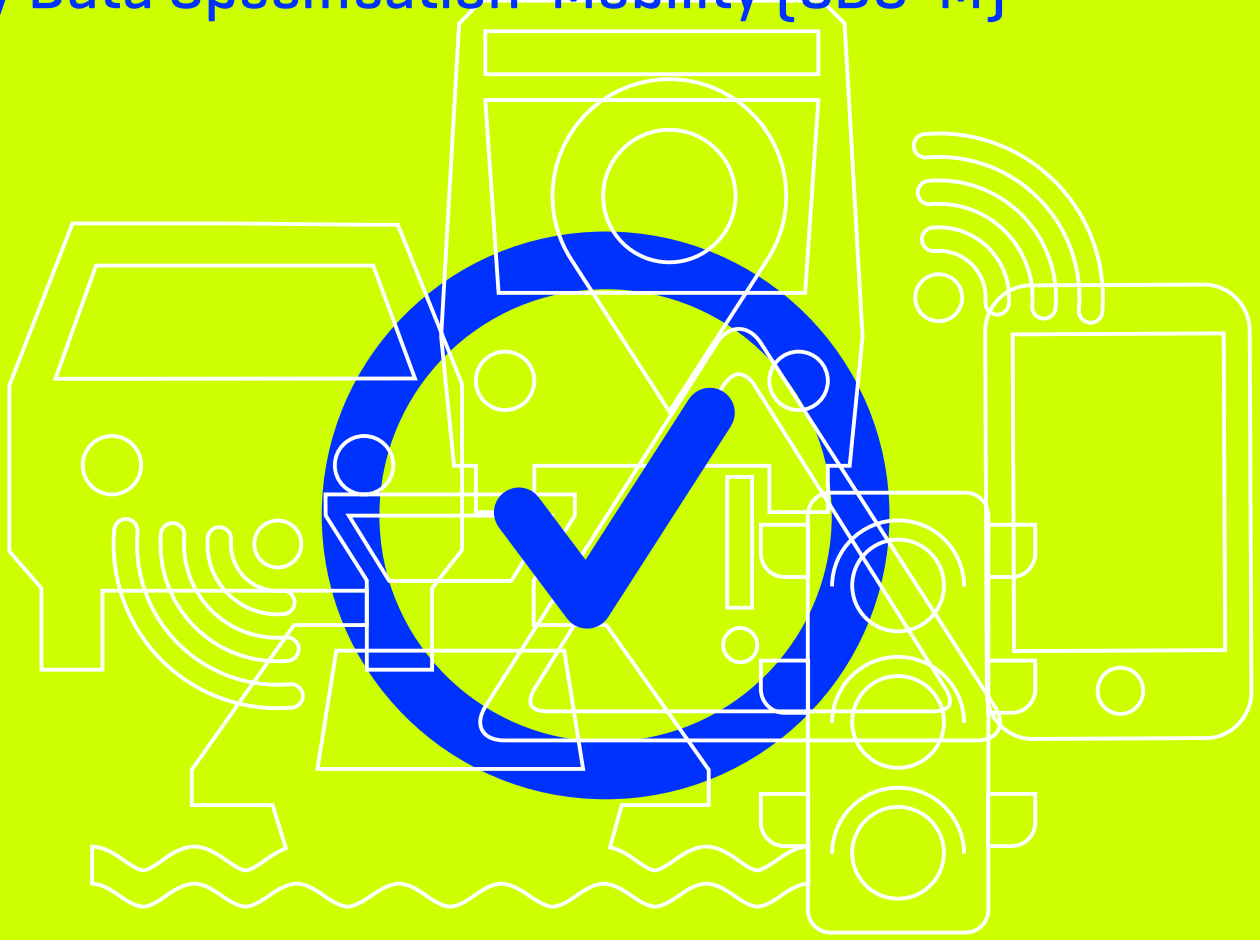
CDS-M

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City Data
Specification–Mobility
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NON DISCLOSURE AGREEMENT

When researchers need access to the data that is exchanged,
this non disclosure agreement is used. This agreement is currently
in use and available to everyone.

NON-DISCLOSURE AGREEMENT (NDA)

The undersigned:

Name: ....

Representative Name: ....

Street name and house number: ....

Postal code: ....

City: ....

hereinafter referred to as: "Secret Holder"

and

Name: ....

Company representative name: ....

Street name and house number: ....

Postal code: ....

City: ....

Chamber of Commerce number: ....

hereinafter referred to as the "Providing Party"

take into account the following:

- that the Providing Party gives the Secret Holder access to the following dataset:

  Mobility data received: <example: Re-cost / destination>. For the purpose of scientific research, the providing party provides access to the raw data that forms the basis for the services performed by the provider. <Example: This concerns data from locations and movements of shared transport.>

- that this dataset is provided for the purposes of:

  exploring various possible solutions for the problems surrounding mobility issues in <...City...> and nationally;

  except if and insofar as this does not harm the interests of participants; hereinafter referred to as "Purpose";

- the Providing Party has a legitimate interest in the information provided by it being handled with the utmost care, so that the Secret Holder declares that everything that is discussed and provided with information back and forth will not be used for any

purpose other than as described in this agreement, and that it will not use any otheruse thereof and whether someone else will make use of it;

- that the dataset in question does not include personal data as referred to in the General Data Protection Regulation;

- That the parties consider the relevant dataset as confidential in relation to the Freedom of Information Act [Article 10 paragraph 1 sub c: Bedand manufacturing data];

agree as follows:

1.   Confidential information

1.1. The Secret Holder acknowledges that strict confidentiality has been imposed on him, both during and after the end of the exchange of information about the Purpose, with regard to all data, information and/or details that:
     (1)   direct of indirect aan Geheimhouder zijn of worden verstrekt; en/of
     (2)   relate to the undertaking of the Providing Party; and/or
     (3)   relate to company[s] of [legal] persons affiliated with the Providing Party; and/or
     (4)   relate to the Purpose.

The data, information and details described above are hereinafter referred to both jointly and separately as "Confidential Information".

2.   Secrecy

2.1. The Secret Holder will keep all Confidential Information completely secret. In this context, keeping secret shall in any case mean that:
     (1)   of the Confidential Information may not be communicated to third parties, both orally and in writing and both directly and indirectly, without the express prior written consent of the Providing Party; and/or
     (2)   Confidential Information may not be used for the benefit of others without the express prior written consent of the Providing Party.

2.2. In this context, keeping secret is also understood to mean the fact that Confidential Information may not be used for its own benefit without the express prior written consent of the Providing Party, unless such use is necessary for the achievement of the Purpose.

The Secret Holder will not provide or share Confidential Information with third parties. Contrary to the preceding sentence, the Secret Holder is permitted to discuss Confidential Information with - or to provide it to - third parties after the Secret Holder has obtained the written consent of the Providing Party. The Providing Party may make such consent subject to the condition that that third party concludes a confidentiality agreement with it.

2.3. The obligation of confidentiality shall only not apply if:
   [1] that Confidential Information is already generally known at the time of disclosure to the Secret Holder;
   [2] that Confidential Information is already known to the Secret Holder at the time of disclosure to him.

   If Secret Holder wishes to invoke one of these exceptions, he must prove that this exception exists. In such a case, the Secret Holder must also report his appeal to this article in writing in good time – no later than within 10 working days after receipt of the Confidential Information – and must at that time submit his proof that the stated exception exists, failing which this article can no longer be invoked.

2.4. The Secret Holder will take the utmost care in (and ensure) proper and secure storage of the Confidential Information, so that confidential information is prevented from being kept secret in violation of the agreement.

3. Property Confidential Information

3.1. The Providing Party remains the owner of all possible rights to the Confidential Information at all times. Secret Holder can never derive any right (such as a right of ownership or license) with regard to the Confidential Information from this agreement, other than that he is authorized to take cognizance of that Confidential Information for the purpose of the Purpose. The Secret Holder will not delete or change anything in or to the Confidential Information or make copies of that Confidential Information without explicit permission.

4. Obligation to return Confidential Information

4.1. The Secret Holder undertakes to return and/or destroy all (digital) documents and data provided by or on behalf of the Providing Party and also all (digital) copies thereof, at the first request of the Providing Party and not to keep copies thereof or to provide them to third parties. The Secret Holder is not authorised to invoke any authority and/or right to withhold such data, such as a possible power to suspend. The Secret Holder expressly waives the possibility of invoking such powers/rights.

5.   Legal choice

5.1. This confidentiality agreement is exclusively governed by Dutch law.

5.2. All disputes relating to this Agreement or arising out of this Agreement shall be settled in the first instanceby the competent court in the district in which the Providing Party is established at the time of the conclusion of this Agreement.

	Secret holder	**Providing party**
	....	....
Location:	....	....
Date:	....	....
Name:	....	....
Signature:	....	....