



Vehicle Probe Project II

Data Use Agreement

Rev 9

Webinar

Prepared by the
University of Maryland
Center for Advanced Transportation Technology

January 29, 2015



Agenda

- Welcome
- Role and Functionality of the Data Use Agreement (DUA)
- Key Points of Rev 9
- Questions and Wrap-up



Webinar Participants *(1 of 2)*

Agency	Agency
Florida DOT	Jo Ann Oerter (Atkins)
New Jersey DOT	Susan Catlett, Jim Hadden, Sudhir Joshi, Kelly McVeigh
North Carolina DOT	Beth McKay, Kelly Wells
Pennsylvania DOT	Doug Tomlinson
Rhode Island DOT	Dan Herstine (Jacobs), Deanna Peabody (TraflInfo)
Virginia DOT	Scott Cowherd
Baltimore Metro. Planning Org.	Eileen Singleton
BCD Council of Governments	Harun Rashid
Delaware Valley Reg. Planning Comm.	Zoe Neaderland
Maryland National Capital Park & Planning Comm.	Jose Dory
New Jersey Institute of Technology	Branislav Dimitrijevic
North Jersey Transp. Planning Authority	Keith Miller, Solomon Caviness
Potomac & Rappahannock Trans. Comm.	Doris Chism
Strafford Regional Planning Comm.	Christ Scheiner



Webinar Participants (2 of 2)

Agency	Agency
HDR (North Carolina DOT)	Jeffrey Dayton
Open Roads Consulting, Inc. (Virginia DOT & Pennsylvania DOT)	Colleen Bons
Penn State University	Vikash Gayah
Stantec (South Carolina DOT)	Rick Reiff
Whitman, Requardt & Associates (Virginia DOT)	Gregory Frisby, Evan Hershman, Dana Trone



VPP DUA Contacts

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**Send signed DUAs to Karen Swick
by April 1, 2015**



VPP2 Procurement

- Vendor Contracts are with UMD
 - ➔ HERE, INRIX, and TomTom
- DUA is the mechanism to extend licensing provisions to Coalition Members –
 - ➔ UMD no longer the middle man
- DUA does not impact/govern/imply purchasing



Data Use Agreement (DUA)

Purpose

- Extend licensing provision from contract to Coalition Members
 - ➔ Coalition members have full license to ANY data purchased (see section 4)
- Establish liability and consequences in the event of breach of license
 - ➔ Each member is individually responsible for breach of license (see section 10)



Data Use Agreement (DUA)

Purpose

- Extends Vendor Warranties and Certifications to Coalition Members
 - ➔ Indemnifies Coalition Member against infringement of intellectual property or property rights (section 9)
 - ➔ Warrants data is original, unencumbered and Vendors have full right to license (section 12)



Acceptable Use and Licensing

- Coalition and Member Organizations.
 - ➔ Full Rights for all internal applications and published reports
 - ➔ Rights and Access to data archive
 - ➔ All external applications supported (Traveler Info, DMS, mobile apps, etc.)
 - ➔ Limitations only on the distribution of base data
 - ➔ **One member pays, all use**
- Vendor Retains Ownership of Data
- Members cannot resell / redistribute base data



Rev 9 Key Points (1 of 5)

- The basic legal framework for the DUA remains the same as Rev 7 & 8
- TomTom is added as a Party to the Agreement
- Many clarifications (sorry no red-line version)
 - ➡ Based on Rev 7&8 comments from members and vendors
 - ➡ No change to the DUA, just made it more understandable.



Rev 9 Key Points (2 of 5)

- Parties to the Agreement (Section 1)
 - ➔ Vendors
 - INRIX, HERE, and TomTom**
 - ➔ Coalition Member (Data Licensee)
- UMD is not a party to the agreement
 - ➔ UMD signs to attest to the members good standing in the Coalition



Rev 9 Key Points (3 of 5)

- License termination (Section 11)
 - ⇒ No time limit
 - ⇒ Can only be cancelled by the member, or in event of license breach
- Language of ‘in perpetuity’ removed
 - ⇒ Troubled both the vendors and some Coalition members
 - ⇒ Vendor’s responsibility to provide access to data governed by contract work order / not the DUA



Rev 9 Key Points (4 of 5)

- **Breach of License (section 11)**
 - ⇒ Given 30 days to correct
 - ⇒ If not corrected, DUA terminates
 - ◆ Vendor/s no longer provide access to data
 - ◆ Access to UMD tools / data removed
 - ◆ Any archived data destroyed.
- **Coalition member may elect to terminate license**
- **Vendor cannot terminate license**



Rev 9 Key Points (5 of 5)

- **Sub-contractors**
 - ⇒ A sub-contractor to a Coalition Member may become a Data Licensee to support work for Coalition Member
 - ⇒ DUA is only valid for the period of the sub-contract with Coalition Member
- **Language about data quality removed**
 - ⇒ Un-necessary as it is enforced through the procurement contracts



Review and Sign (1 of 2)

- Any changes to DUA will cause delay
 - ➔ Estimate 2 months
- Review for acceptability – not preferences
- Active DUA must be on file before gaining access to any data
- DUA Rev 7 and 8 will remain in effect until Rev 9 is executed. (see13d)



Review and Sign (2 of 2)

- **Rev 9 needs to be executed (even if previous DUA in effect)**
 - ➔ Gain access to TomTom Data
 - ➔ Future VPP Suite tools may be limited to current DUA signees
 - ➔ Any sub-contractor requires Rev 9



Questions and Wrap-up



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Thank you