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
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<tr>
<td>Florida DOT</td>
<td>Jo Ann Oerter (Atkins)</td>
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<td>New Jersey DOT</td>
<td>Susan Catlett, Jim Hadden, Sudhir Joshi, Kelly McVeigh</td>
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<td>North Carolina DOT</td>
<td>Beth McKay, Kelly Wells</td>
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<td>Pennsylvania DOT</td>
<td>Doug Tomlinson</td>
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<td>Rhode Island DOT</td>
<td>Dan Herstine (Jacobs), Deanna Peabody (TrafInfo)</td>
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<td>Virginia DOT</td>
<td>Scott Cowherd</td>
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<td>Baltimore Metro. Planning Org.</td>
<td>Eileen Singleton</td>
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<td>BCD Council of Governments</td>
<td>Harun Rashid</td>
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<td>Delaware Valley Reg. Planning Comm.</td>
<td>Zoe Neaderland</td>
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<td>Maryland National Capital Park &amp; Planning Comm.</td>
<td>Jose Dory</td>
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<td>New Jersey Institute of Technology</td>
<td>Branislav Dimitrijevic</td>
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<td>North Jersey Transp. Planning Authority</td>
<td>Keith Miller, Solomon Caviness</td>
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<td>Potomac &amp; Rappahannock Trans. Comm.</td>
<td>Doris Chism</td>
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<td>Strafford Regional Planning Comm.</td>
<td>Christ Scheiner</td>
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# Webinar Participants (2 of 2)

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<tr>
<td>HDR (North Carolina DOT)</td>
<td>Jeffrey Dayton</td>
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<td>Open Roads Consulting, Inc. (Virginia DOT &amp; Pennsylvania DOT)</td>
<td>Colleen Bons</td>
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<td>Penn State University</td>
<td>Vikash Gayah</td>
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<td>Stantec (South Carolina DOT)</td>
<td>Rick Reiff</td>
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<td>Whitman, Requardt &amp; Associates (Virginia DOT)</td>
<td>Gregory Frisby, Evan Hershman, Dana Trone</td>
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VPP DUA Contacts

- Stan Young – seyoung@umd.edu
- Kathy Frankle - kfrankle@umd.edu
- Karen Swick - kswick@umd.edu

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