



## **MEMORANDUM OF UNDERSTANDING on coordination on technical matters**

BETWEEN

the **EUROPEAN UNION AGENCY FOR RAILWAYS**

(hereinafter referred to as "ERA" or "the Agency"),

with headquarters in 120 rue Marc Lefrancq,  
59307 Valenciennes, France,

represented by Josef Doppelbauer, Executive Director,

and

**RailNetEurope**

(hereinafter referred to as "RNE"),

with headquarters in Jakov-Lind-Straße 5,  
1020 Vienna, Austria,

represented by Joachim Kroll, Secretary  
General, and Harald Reisinger, Chief Information  
Officer

(hereinafter referred to individually as "Side" or collectively as "the Sides")

## PREAMBLE

Considering:

ERA's current mandate as provided for in Regulation (EU) 2016/796 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Railways<sup>1</sup>;

that according to this mandate, ERA has the following (non-exhaustive) tasks:

- Promotion of a harmonised approach to railway safety (recommendations on railway safety, maintenance, cooperation with national investigation bodies, transport of dangerous goods exchange of information);
- Monitoring of the performance and decision-making of national safety authorities;
- Technical support in the field of railway interoperability (including AMoCs which reflect current best knowledge and practice);
- Facilitation of cooperation between notified conformity assessment bodies and monitoring of their performance;
- Examination of national rules;
- Devise the technical and legal framework to enable removing technical barriers, and acting as the system authority for ERTMS and telematics applications;
- Improve accessibility and use of railway system information (registers);
- Monitoring progress of railway safety and interoperability;
- Cooperation of National Safety and Investigation Authorities, as well as Representative Bodies;
- Dissemination and trainings;

that this Memorandum of Understanding (MoU) shall in no way affect the sole responsibility for the functions and powers assigned to ERA under Regulation (EU) 2016/796;

that this MoU shall in no way affect the Agency's working methods as defined in its Regulation and in particular the creation and composition of the working parties and groups in accordance with Article 5 of Regulation (EU) 2016/796;

the Agency may in accordance with Article 5 (2) of Regulation (EU) 2016/796, if necessary, appoint to the working parties independent experts recognised as competent in the field concerned;

that this MoU shall neither affect the Agency's cooperation with the representative bodies under Article 38 (4) of Regulation (EU) 2016/796 nor representative bodies activities, rights, and obligations;

the fact that RNE was established in 2004 on the initiative of a number of European railway infrastructure managers and allocation bodies who wished to create a common organisation at European level to facilitate their international business in the fields of railway capacity and traffic management and their digitalisation to help meet the challenges faced by the international rail sector (e.g., Art. 15(1) of Directive 2001/14/EC of the European Parliament and the of the Council of 26 February 2001 (repealed)<sup>2</sup> and Art. 40(1) of Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area)<sup>3</sup>;

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<sup>1</sup> Regulation (EU) 2016/796 of the European Parliament and of the Council of 11 May 2016 on the European Union Agency for Railways and repealing Regulation (EC) No 881/2004 (OJ L 138, 26.05.2016, p. 1).

<sup>2</sup> Directive 2001/14/EC of the European Parliament and of the Council of 26 February 2001 on the allocation of railway infrastructure capacity and the levying of charges for the use of railway infrastructure and safety certification (OJ L 075, 15.03.2001, p. 29) (No longer in force, Date of end of validity: 16/06/2015; Repealed by the Directive below)

<sup>3</sup> Directive 2012/34/EU of the European Parliament and of the Council of 21 November 2012 establishing a single European railway area (recast) (OJ L 343, 14.12.2012, p. 32)



that RNE is a non-profit organization working to increase the accessibility, quality, and efficiency of the European rail network throughout Europe, counting 38 Full Members (rail infrastructure managers and allocation bodies) from over thirty different countries and 11 Associate Members (the rail freight corridors);

that RNE facilitates the operational international business of its members having as role also to provide support as regards compliance with the European legal framework and digital projects on capacity, traffic and performance management;

the fact that the significance of data and digitalisation of transportation and railway systems is growing steadily;

the fact that RNE is not a representative body in accordance with the European Commission decision of 11.11.2021 defining the list of representative bodies from the railway sector acting at Union level referred to in Article 38(4) of Regulation (EU) 2016/796;

that this MoU shall in no way affect the distribution of roles and the scope of mandates between RNE and representative bodies from the railway sector (e.g. CER and EIM) acting at Union level referred to in Article 38(4) of Regulation (EU) 2016/796; CER and EIM are the representative bodies according to the Agency Regulation for RNE members. When technical unput is requested by some of the European Union institutions, RNE provides its input through representative bodies; this is without prejudice to RNE's exchanges with the European Commission and the European Climate, Infrastructure and Environment Executive Agency (CINEA) on EU-funded projects of RNE and its members coordinated by RNE.

the fact that the Grant Agreement between RNE and the European Union under the CEF 2 Technical Assistance signed on 25 April 2023 concerning Project 101118993 — 22-AT-TG-RNE-CEF TA\_23 (Annex 1/Description of the action Part A and Part B/Work Package 1/Point 1.3 Contribution to ERA activities) obliged RNE to sign this MoU with ERA.

## **WHEREAS**

- the Sides acknowledge, always as stipulated by and within the boundaries of their activities' scopes and mandates, their profound technical expertise and capacities in the railways, and their respective roles in interfacing with industry, policymakers, regulatory authorities and other stakeholders.
- the Sides acknowledge that this MoU improves coordination in line with the existing legal framework. In addition, RNE acknowledges that CER and EIM shall be informed and kept up to date on the activities under this MoU.
- it is within the interests of the Sides to promote a high level of efficiency and coherence of the railway system.
- the Sides have an understanding that, to ensure an efficient operation and interoperability of the Single European Railway Area, it is beneficial to exchange technical expertise.
- the Sides share the objective of strengthening their technical coordinated activities in certain areas of digitalisation of the railways.

## **THE SIDES HAVE REACHED THE FOLLOWING UNDERSTANDING:**

### **1. INTENTION and CORE AREAS OF COORDINATION**

The intention of this MoU is to promote the coordination of ERA's and RNE's technical activities within

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the boundaries of the Sides' scopes and mandates.

The intended coordination under this MoU encompasses in particular the following:

- 1.1. the intention to coordinate their technical activities in the field of digitalisation, Telematics TSIs and the European Register of Infrastructure (RINF) for the promotion of RINF as the single European source of infrastructure information required by Commission Implementing Regulation (EU) 2019/777 of 16 May 2019 on the common specifications for the register of railway infrastructure and repealing Implementing Decision 2014/880/EU<sup>4</sup>;
- 1.2. the intention to support ERA's technical work on RINF and TAF/TAP TSIs implementation and data completeness;
- 1.3. the intention to support ERA's technical simplification of national specific parameters for TAF/TAP per Member State (IMs, RUs);
- 1.4. the intention to coordinate their technical activities which would result in a simplification of the railway system to support and accelerate the development of the Single European Railway Area;
- 1.5. the intention to coordinate activities leading to exchange of knowledge and expertise in areas of common interest;
- 1.6. the intention to consult each other on technical matters of common interest as well as the establishment of a dialogue between the Sides for sharing of information, knowledge, and experience in the railway domain, in order to coordinate activities and to avoid duplication of efforts, as appropriate.
- 1.7. The technical areas of coordination of activities under this MoU are set out in Annex to this MoU. In these areas the Agency may (but is not obliged to), in accordance with Article 5 (2) of Regulation (EU) 2016/796, if necessary, appoint to the working parties independent experts recognised as competent in the field concerned, including possibly independent experts from RNE.

## 2. MEETINGS

- 2.1. The Sides shall do their best efforts to hold at least two meetings per year to update and exchange views on the areas of cooperation related to this MoU.
- 2.2. These coordination meetings may be held either on the premises of one of the Sides or remotely via the Internet. The host organisation will arrange the meeting and prepare the agenda and minutes. In the case of a physical meeting, each Side bears its own costs.

## 3. LEGAL IMPLICATIONS

- 3.1. This MoU is a statement of intent with non-binding, non-enforceable intentions declared therein. The Sides will fulfil their tasks under this MoU on a best-effort basis.
- 3.2. This MoU does not modify or supersede any European Union law or any national laws nor does it affect any provisions under other multilateral or bilateral agreements in force and applicable to the Sides.
- 3.3. This MoU does not create third-party beneficiaries.
- 3.4. The Sides agree that this MoU does not give rise to any legal entity. Neither does it establish any legal entities or corporate bodies or relationships of a similar nature.

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<sup>4</sup> Commission Implementing Regulation (EU) 2019/777 of 16 May 2019 on the common specifications for the register of railway infrastructure and repealing Implementing Decision 2014/880/EU (OJ L 139I, 27.5.2019, p. 312)

#### **4. GOVERNANCE AND IMPLEMENTATION**

- 4.1. In relation to the implementation of this MoU: (i) It will be governed and steered at strategic level by RNE's Secretary General and ERA's Executive Director; (ii) It may be coordinated and monitored on a day-to-day basis by one Focal Point for each Side; and (iii) In all core areas of coordination (which are set out in the Annex), each Side may identify Points of Contact (PoC) who will perform technical, financial and administrative coordination.
- 4.2. The Sides mutually recognise their efforts in the implementation on a best-effort basis of this MoU and do their best to coordinate their technical tasks, including their communications, where and when possible.

#### **5. CONFIDENTIALITY**

- 5.1. Each Side acknowledges that it is bound by the legislation applicable to it.
- 5.2. The Sides acknowledge that the Agency is bound by requirements of Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents.
- 5.3. The Sides intend to apply the necessary measures to ensure the appropriate confidentiality of the information or documents received in connection with this MoU that are considered as Confidential Information and ensure that each person involved in the performance of the MoU complies with such measures. This includes both written and verbal information. Written information to be clearly labelled as "Confidential Information" by the disclosing Side. Verbal information to also be identified as "Confidential" at the time of disclosure by informing the receiving Side of its confidential nature.
- 5.4. Without prejudice to applicable national and EU law, the receiving Side intends:
  - not to divulge or disclose Confidential Information to third Sides;
  - not to use the Confidential Information otherwise than for the purpose of this MoU;
  - to ensure that internal distribution to its employees takes place on a strict need to know basis;
  - not to copy or reproduce Confidential Information without prior consent.
- 5.5. The intention is that the undertaking of the receiving Side will not apply as far as Confidential Information:
  - is already in the public domain without any breach of confidentiality. Unauthorised disclosure of information will not deem the information to be in the public domain;
  - is disclosed to comply with the law or legal process to which the receiving Side is subject. In this case the Sides will consult before such disclosure is needed;
  - is approved for release or use by written authorisation of the disclosing Side.
- 5.6. In the event of an unauthorised disclosure or use of the Confidential Information and/or data occurring through a disclosure made by either Side, that Side intends to immediately notify the other Side in writing of such disclosure and intends to use all reasonable endeavours to assist the other Side in recovering and preventing the use, dissemination, sale, or other disposal of such Confidential Information and/or data.

#### **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. For this MoU "Intellectual Property Rights" (IPRs) shall mean any and all intellectual property rights, including without limitation copyrights, trade secrets, design rights, database rights

(whether or not registered and including applications for registration and the right to make applications and renewals) and all other intellectual property rights or forms of protection of a similar nature having equivalent or similar effect anywhere in the world.

- 6.2. The Sides understand that this MoU does not impact or change any pre-existing IPRs that were held by the Sides prior to or independent of this MoU. Ownership of materials and results exchanged under this MoU will therefore remain vested to the contributing Side unless owned by a third Side. Under no circumstances will the mere possession of the information and material be interpreted as conveying, express or implied ownership of IPRs.
- 6.3. The Sides may access, view, retrieve, and print the information and material received under this MoU. They intend not to republish, sell, rent or otherwise sub-license, reproduce, duplicate, copy, and exploit the received material for a commercial purpose, edit or otherwise modify this material, or redistribute it, except for content specifically and expressly made available for redistribution. This clause shall not restrict either Side in publishing its own results or knowledge if required by the applicable laws and statutes.

## **7. PROTECTION OF PERSONAL DATA**

- 7.1. The Sides acknowledge that any personal data included in or relating to this MoU including its execution shall be processed by RNE and ERA in accordance with Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data ("Regulation (EU) 2018/1725") and the respective privacy policies of [RNE](#) and [ERA](#).

## **8. CONFLICT OF INTEREST**

- 8.1. Both Sides intend to do their best efforts to refrain, in accordance with the applicable regulations and rules, from any action that may give rise to a conflict of interest. Each Side shall immediately inform the other in case of any of its activities including their technical solutions could constitute or result to a situation of conflict of interest. There is a conflict of interest especially where the impartial and objective exercise of the functions of any person implementing this MoU is compromised.

## **9. FINANCIAL MATTERS**

- 9.1. Each Side shall bear its own costs and expenses (incl. cost for experts, facilities, material, etc.) incurred in connection with the intended activities under this MoU, unless otherwise agreed by the Sides.
- 9.2. Under specific circumstances and depending on the nature of the activities concerned, the Sides may agree to share the costs incurred by the one or the other Side in connection with the activities performed under this MoU. Details in this respect shall be agreed between the Sides in writing.



## 10. APPLICABILITY, AMENDMENT AND TERMINATION

- 10.1. This MoU will enter into force on the date on which it is signed by the last Side. It shall remain in effect for an unlimited duration unless terminated by Either Side.
- 10.2. This MoU may be amended in writing at any time by exchange of letters between RNE's Secretary General and the ERA's Executive Director. The Sides may agree to make such amendments to extend the scope of the intended cooperation laid down in Section 2 or to agree on additional core areas of cooperation addressed in Section 3.
- 10.3. This MoU may be terminated by either Side by providing six (6) months' written notice to the other Side.
- 10.4. If the MoU is terminated by either Side, the Sides agree to use their best efforts to mitigate any adverse effects to any joint projects or activities already in progress.

The Sides have signed this MoU in 2 (two) original copies in English of which each Side receives one copy.

Vienna, 13.06.2024

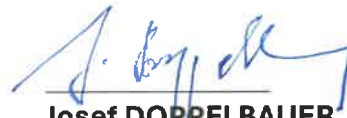
Vienna, 13.06.2024

**For RNE:**

**For ERA:**



**Joachim Kroll**  
*Secretary General*



**Josef DOPPELBAUER**  
*Executive Director*



**Harald Reisinger**  
*Chief Information Officer*

## ANNEX

### CORE AREAS OF COORDINATION

On a best-effort basis, the Sides intend to coordinate the activities in the following technical areas:

#### Digital infrastructure information

- i. Setting up a joint technical assistance platform of IT and operations experts to identify best practices to increase data quality and availability, for IMs to provide proper data quality into the RINF and CRD starting on IM level.
- ii. RNE to support IMs in their obligations related to the provision of reference data to ERA.
- iii. RNE to support the ongoing work of the Agency, in particular regarding national parameters.
- iv. The same principle would apply to telematics applications, for which ERA is the system authority.

#### Digital capacity management

- i. Applying the message exchange framework from the Telematics TSI also for digital capacity management, and possible proposal for extension of digital capacity management in the legal framework.
- ii. Provide to CER and EIM proposals of solutions for incorporating parts of the draft Capacity Use Regulation<sup>5</sup> that are not yet reflected in the TAF/TAP/Telematics TSIs.
- iii. Supporting for the infrastructure managers and RNE to manage, implement and maintain the digital capacity management as specified in the draft Capacity Use Regulation.

#### Digital traffic management

- i. Development of telematics messages (based on OPE TSI instructions to TAF/Telematics TSI) to support functions that require the last position of a moving object, like containers, wagons, and locomotives.
- ii. Keep supporting and promoting the implementation and use of already defined Telematics messages (work in progress in several countries), ensuring that the exchanged data is reliable (quality and availability issues)The Agency is aware of the importance of the central tools, such as RNE TIS. The Agency will support RNE the alignment of the tools and the telematics TSIs.

#### Evaluation of RNE and its members' EU-funded projects coordinated by RNE and information sharing

- i. When deemed necessary, ERA intends to request RNE to facilitate ERA's activities pertaining to the evaluation of the RNE and its members EU-funded projects' deliverables. In these instances, and within the scope of its activities, RNE aims to support and facilitate ERA's evaluations, notably by promptly providing all relevant information and data as requested by ERA.

#### ERA's ontology

- i. RNE is aware of the importance of the ERA Ontology. Furthermore, the ERA Ontology has already been included in the RINF Regulation<sup>6</sup> in 2023. RNE will support ERA in mapping the existing data models defined by the TAF/TAP and the technical requirements for Network Statements or other regulations with the ERA Ontology.

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<sup>5</sup> COM(2023) 443/2 - Proposal for a Regulation of the European Parliament and of the Council on the use of railway infrastructure capacity in the single European railway area, amending Directive 2012/34/EU and repealing Regulation (EU) No 913/2010

<sup>6</sup> Article 7a of Commission Implementing Regulation (EU) 2019/777 of 16 May 2019 on the common specifications for the register of railway infrastructure and repealing Implementing Decision 2014/880/EU, as amended by Commission Implementing Regulation (EU) 2023/1694.

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