



ERTICO Congress Proceedings Terms and Conditions

1. Objective of this document

1.1. ERTICO is a public-private partnership of +120 companies and organisations representing service providers, suppliers, traffic and transport industry, research, public authorities, user organisations, mobile network operators, and vehicle manufacturers.

The services provided by ERTICO (EUROPEAN ROAD TRANSPORT TELEMATICS IMPLEMENTATION COORDINATION ORGANISATION SCRL, avenue Louise 326 at 1050 Brussels, RPM : 0445.743.506), consist of organizing and coordinating events, seminars, workshops, courses, conferences, congresses, e-learning, and other forms of events, as well as providing logistical and organizational support for these services. These services are referred to below as '(the) Services'.

1.2 The present terms and conditions establish the legal relationship between ERTICO and the User of the Application (referred below as 'the Agreement') to which the User is participating as author or as licensed distributor of works of authorship, in the context of one of the Services delivered by ERTICO. The present Agreement manages the permitted lawful access to and use of such data protected by intellectual property rights and confidential information.

2. Definitions

The following terms are used with the following meanings:

Confidential information: information is considered confidential (even if not specifically marked as being “confidential”) if it is relating to, or otherwise directly or indirectly connected with ERTICO or the User, or when furnished to or to be furnished to ERTICO in the context of the Services. It may also be protected by intellectual property rights (“works”). This includes every analysis, report, research paper or article, powerpoint, survey or any other type of document delivered by the User to ERTICO, containing or reflecting the information.

The term “Confidential Information” does not include information that: (i) was or is already in the public domain at the time when it was or is disclosed, or which comes into the public domain for reasons other than as a result of breaches of the confidentiality obligations, (ii) communicated in compliance with legal, or regulatory requirements or judicial and/or administrative authorities.

Application: An IT system or systems to support the processes and activities of the Services by ERTICO. The application owner is the person defined by ERTICO who decides which users or user roles can access the Application and what information they can access.

User: an author, distributor or license holder of works of authorship that are submitted to the ERTICO – [specific.terms.and.conditions.congress.proceedings](#) - v1.0



Application.

3. Confidentiality and integrity

3.1 Both the Users and ERTICO, as well as its subcontractors, are obliged to treat the Confidential Information to which they have access as confidential.

3.2 Both the User and ERTICO are expected to take adequate and reasonable steps to ensure the confidentiality and integrity of the Confidential Information. In other words, he/she shall ensure that the data are and remain adequately protected to prevent unauthorised disclosure.

3.3 To this end, both ERTICO and the User shall take measures to guarantee the security of the Application (e.g. protection against theft, loss, damage or destruction).

3.4 If the User detects a data leak (or other related data protection or security related incident), this immediately has to be reported to ERTICO.

3.5 Access to IT infrastructure in general, including the Applications is strictly personal through the account or through specific accounts for external users set up for the Users. Each User shall take responsibility and act with due care regarding the proper use of his/her account (especially the credentials to access that account).

3.6 Certain users will be granted access to the Application based on their status or the roles designated by the Application Owner. Within that application, they may only access data relevant to their user role. Anyone who establishes that he/she has improper access or access to broader functionalities to the Application than those normally foreseen for his/her respective role shall report this to ERTICO.

3.7 It is expected from the User to act with diligence and due care in this regard and to only access the data relevant to their User role. User access as referred to above shall automatically be added, adapted, adjusted, revoked or terminated via an IT process in the event of a change in the user role. This falls under the responsibility of ERTICO, in accordance with a procedure laid down for this purpose.

3.8 ERTICO is setting up a new instance of the Application for each of the events it organises, and removes the works from the former events on an "Event - 2" basis (with a maximum of 26 months). However, additional copies of the works can be retained by ERTICO, for the duration of the license grant as stipulated in this Agreement.

4. Intellectual property rights

4.1 ERTICO practices under the assumption that all submitted works of authorship and Confidential Information submitted for the Services (such as research papers, articles, powerpoints etc.) by the Users are original author(s) who own the copyright of the works or act as distributor of these works to ERTICO.

4.2 By submitting works in the Application, you, as User confirm that:

- The works are either an original work created by you or you have the adequate intellectual property rights to sub-license and distribute the usage of the works to ERTICO, as specified in this Agreement;
- The works do not violate any intellectual property rights of third parties (including copyrights);
- All material referenced by you and not created by you is attributed to appropriate authors;
- No substantial section of the works has previously been published;
- The works are in no way defamatory and do not infringe the rights of any third party.

4.3 If any of the above affirmations are breached, you agree to indemnify ERTICO for any loss, damage or any other liabilities that may occur as a result. By submitting a work, you agree to indemnify ERTICO against any claims relating to the provision of the work to third parties on the grounds of suspected copyright infringement.

4.4 While copyright of the works remain with you, you confirm that ERTICO has the right to publish the works for the Services, including the proceedings, which can be distributed by ERTICO, at no additional charge for ERTICO.

To that end, you grant to ERTICO a non-exclusive license relating to all intellectual property rights regarding all or part of the works.

ERTICO is therefore permitted to make a copy of the works for its own webpage and event proceedings, and put a copy into its library or archive, provided full details of the publication are given.

4.5 More in particular, you grant ERTICO, for the maximum duration possible under the applicable copyright law, the right to:

- a) to distribute and license, by whichever method, including by Internet, the works to third parties;
- b) to reproduce the representation of all or part of the works, entirely or partially, on any support, such as e.g., publishing the paper in printed format (proceedings, folders, posters...) or in a variety of other formats which may include: the Internet, CDs, online databases operated by third parties, websites and any future technology and audiovisual supports (including radio distribution, cable and satellite).
- c) ERTICO shall also be authorized to distribute these supports to the general public by any means, including internet, radio distribution, cable and satellite.
- d) adapt or modify the representation of all or part of the works, such as, for example, translation into another language, reproduction in black and white or any colors chosen by ERTICO, reproduction accompanied by slogans or logos chosen by ERTICO, partial cropping, enlargement of certain elements, etc.
- e) distribute to the end-users of any related documentation.

4.6 The present license shall be granted for the whole world, as from the date of the upload of the works for all the period over which an intellectual property right protects the works.

The license is not limited to a specific number of users or installations, nor to the locations of these installations.

4.7 By submitting your works into the ERTICO Application, you agree to allow ERTICO and its partners to upload the article to any verification software, databases or other technology which may be used from time to time to verify the authenticity of the work. You agree not to take any legal action against ERTICO, its employees or agents for submitting your work to any such databases or software.

4.8 ERTICO reserves the right to edit your works to correct any spelling or syntax errors, to conform to requirements of house style and on occasion to enhance expressions or clarify meaning.

4.9 The User agrees to provide ERTICO immediate written notification of the existence or possibility of any intellectual property infringement claim and/or actions as meant in this Agreement.

4.10 If a claim is made or an action introduced by a third party against ERTICO, either during or after the expiration of the license, for alleged piracy, copyright violation or any other infringement of an



intellectual property or contractual right of a third party, because of the exercise by ERTICO of one of its rights under this Agreement, the User shall assist and intervene on behalf of ERTICO in ERTICO's defense.

4.11 Additionally, the User shall ensure that, keeping in mind the preferences indicated by ERTICO, he/she either: obtains for ERTICO the right to continue using the works under the same conditions as those provided for in the Agreement ; or modifies the works, or replaces them, completely or in part, by equivalent works, providing the same functions. In addition, the User shall also bear all costs related to the choice of one of the options provided for above.

4.12 If the User does not react within a period of 14 calendar days following ERTICO's notification of such claim and/or action, ERTICO will have the right to take all necessary measures, at its discretion and at the User's costs.

The User shall assume all costs incurred by ERTICO with regard to such claim or action, and notwithstanding any other provision of this Agreement, shall fully indemnify ERTICO from all damages.

4.13. The foregoing shall not apply to the extent that any alleged infringement derives from any modification or customization of the works done by ERTICO, not approved by the User.

5. Liability

Except for the explicit undertakings entered into by ERTICO pursuant to the Agreement, ERTICO's liability is limited to the liability imposed by law.

ERTICO is not liable for indirect damages, such as loss of turnover, loss of profit or any increase in general overheads, nor is ERTICO liable for any damages arising from the non-compliance of this Agreement by the User, nor is ERTICO liable for failings that are caused directly or indirectly by an act of the User or a third party, regardless of whether this has been caused by an error or shortcoming.

6. Miscellaneous

The competent courts of in Brussels will have sole jurisdiction to rule on any dispute that may arise in relation to this Agreement. The present Agreement is governed by Belgian law.

Any possible invalidity of one or more of the conditions of the Agreement will in no way affect the validity of the other clauses, regardless of the invalidity of the disputed clause. The parties will make every endeavour, by mutual agreement, to replace the invalid clause by a valid clause with the same or mainly the same economic impact as the invalid clause.

The fact of not enforcing a right or not applying a sanction by ERTICO in no way implies that the right has been waived.

This Agreement supersedes all written or verbal contracts, proposals and undertakings that relate to the same subject and which may pre-date this Agreement.

The Agreement takes precedence over the User's general terms and conditions and/or other conditions, even if these conditions state that they alone are valid. Any deviations from the Agreement are only possible with the prior written agreement of the parties.