
Horizon 2020 ETC 636126

Franchise Contracts

–

Deliverable 3.6

28 August 2018



This project has received funding from the European Union's Horizon 2020 research and innovation programme under grant agreement No. 636126.

Any dissemination of results reflects only the author's view. The Agency is not responsible for any use that may be made of the information it contains.



Table of Contents

- 1. About this document..... 3
 - 1.1. ETC and ACCEPT 3
 - 1.2. ACCEPT Scheme 3
 - 1.3. Guide to this document 3
- 2. Franchise Contract 4
 - 2.1. Introduction 4
 - 2.2. Article 1 - Definitions..... 5
 - 2.3. Article 2 – Subject 5
 - 2.4. Article 3 – Appendices..... 6
 - 2.5. Article 4 – Role Participant and Services..... 6
 - 2.6. Article 5 – Duration 8
 - 2.7. Article 6 – Applicable law, Disputes 8
- 3. Appendices 9
 - 3.1. Appendix A - General Terms and Conditions 9
 - 3.2. Appendix B - ACCEPT Scheme Document 30
 - 3.3. Appendix C - Definitions..... 31



1. About this document

This document is deliverable D3.6 within work package 3 of the Horizon2020 funded *European Traveller Club* project, registered under number 636126.

This deliverable is part of work package 3 and is described in the Grant Agreement as “Franchise Contracts”. The franchise structure, as described in Deliverable 3.3, is used as a basis for this document. This document will be used to contract the participants of this ACCEPT (or ETC) scheme, the ACCEPT Scheme Participants.

1.1. ETC and ACCEPT

ETC is the (working) title for the ETC project. We have chosen the name ACCEPT for the Scheme to be introduced.

1.2. ACCEPT Scheme

The ACCEPT Scheme Manager determines – in a process that is in accordance with the ACCEPT Scheme governance – the minimum set of rules and regulations required to ensure cross-border acceptance of accounts and tokens; cross-border retail of mobility products and cross-border settlement between local schemes. Each of the local schemes is required – via its National ACCEPT Scheme Manager – to ensure that these minimum rules and specifications are adhered to and implemented.

Note that the role of the ACCEPT Scheme Manager is limited to what is required for the proper functioning of the ACCEPT Account-Based Ticketing System and interoperability between Local Systems to function properly, limited to acceptance of fare media and mobility products. Although the ACCEPT Scheme Manager should stimulate and foster account-based travelling as a whole, including cross-border journey planning, real-time passenger information etc., the scope of the scheme is mainly to enable cross-border payment and ticketing.

1.3. Guide to this document

The present document is the final version and represents a generic contract (Franchise Contract) that is to be used to contract members of the ACCEPT Scheme.



2. Franchise Contract

The Franchise Contract has the following content:

INTRODUCTION (Undersigned Parties and Whereas)

Article 1 – DEFINITIONS

Article 2 – SUBJECT

Article 3 – APPENDICES

- o Appendix A: General Terms and Conditions of the ACCEPT Scheme;
- o Appendix B: the ACCEPT Scheme Document (or Franchise Framework);
- o Appendix C: definitions.

Article 4 – ROLE MEMBER AND SERVICES

Article 5 – DURATION

Article 6 – APPLICABLE LAW, DISPUTES

2.1. Introduction

Undersigned Parties,

ACCEPT Institute, a not-for-profit institute, Stationsplein 61, Amersfoort, The Netherlands, in this case legally represented by [*director*], hereinafter ACCEPT,

and

[*name of the participant*], a [*legal state of the company*] company, in this case legally represented by [*name and title*], hereinafter "Participant",

hereinafter referred to collectively as "Parties" and each individually referred to as "Party",

TAKING INTO ACCOUNT THAT:

- [*to be filled in when signing the contract*]



AGREE TO THE FOLLOWING:

2.2. Article 1 - Definitions

- The defined terms used in this Agreement which are written with a capital letter have the meaning assigned to them in the Appendix C.
- Where the term Franchise Agreement is used, this also includes the corresponding annexes as referred to in Article 3, unless it can be deduced from the meaning that the text of this Franchise Agreement is exclusively intended.

2.3. Article 2 – Subject

- The Participant participates in the ACCEPT scheme as described in the Franchise Framework (ACCEPT Scheme Document) and under the conditions set out in this Franchise Agreement, as further specified in Article 3.
- Participation in the ACCEPT scheme is understood to mean that the Participant assumes the roles as described in the Franchise Framework (or ACCEPT Scheme Document), as laid down in Article 4.3.
- The Participant performs the activities related to the role that the Participant accepts and undertakes to comply with the rules and guidelines set out in this Franchise Agreement.
- ACCEPT will carry out the activities belonging to its role as ACCEPT Scheme Manager, as described in this Franchise Agreement and undertakes to comply with the rules and guidelines set out in the Franchise Agreement.
- ACCEPT enables the ACCEPT Scheme Manager conditions, rules and procedures for participation in the ACCEPT Scheme, taking into consideration the provisions of Article 8 Terms and Conditions.
- Under the terms of this Franchise Agreement and against payment by the Participant of the fees due in accordance with the Service Portfolio, ACCEPT will provide the Participant with the Service Forms listed in Article 4.6.
- The Participant declares that he will purchase the Service under the conditions stated in this Franchise Agreement.
- If the Participant, in connection with its obligations or activities under this Franchise Agreement, outsources obligations or activities to a third party, the Participant must ensure that the relevant obligations mentioned in the Franchise Agreement are included in the agreement with this third party and the Participant agrees to this that the third party fulfils these obligations.



- Without prejudice to the provisions of Article 2.8, the Participant, if he outsources obligations or activities to a third party, must have prior written permission from ACCEPT. The following exhaustive cases being considered reasonable grounds on which ACCEPT may withhold its permission:
 - in the event of a reasonable and motivated stated suspicion of ACCEPT that the Participant will act by the proposed method of use in violation of:
 - the provisions of this Franchise Agreement, or
 - the good faith, good morals, the reputation of ACCEPT, or
 - the safety or integrity of ACCEPT or the ACCEPT Scheme.If ACCEPT does not grant permission, it may set conditions under which consent can be granted. One of the conditions that ACCEPT can impose is that the third party must contract directly with ACCEPT.

- Participant indemnifies ACCEPT against damage and claims for compensation from third parties arising from the fact that the Participant subcontracts obligations or activities, for whatever reason, to a third party.

2.4. Article 3 – Appendices

- The following appendices are attached to this Franchise Agreement, which are an integral part of this Agreement:
 - Appendix A: General Terms and Conditions of the ACCEPT Scheme;
 - Appendix B: ACCEPT Scheme Document (or Franchise Framework); and
 - Appendix C: definitions.

- In the event of a conflict between this Franchise Agreement and an appendix, the provisions of this Franchise Agreement will prevail, unless an explicit deviation has been made in an appendix. In the event of a conflict between the various appendices, a higher ranked document will prevail over a lower ranked document, unless the lower ranked document explicitly deviates from the higher ranked document.

- Amended attachments are automatically part of this Franchise Agreement.

2.5. Article 4 – Role Participant and Services

- The following roles can be distinguished in the ACCEPT Scheme:
 - ACCEPT Scheme Manager
 - National ACCEPT Scheme Manager
 - ACCEPT Scheme Participant

- During the term of this Franchise Agreement, roles can be added, or roles can be divested, subject to the provisions of Article 11 of the Terms and Conditions.



- The Service Forms as described in the Service Portfolio consist of Service Forms that apply to all Participants. The Service Forms that apply to each Participant are:
 - National ACCEPT Scheme Manager on boarding.
 - Scheme management:
 - specification management;
 - rules management.
 - Scheme development:
 - specification/technology development;
 - rules development.
 - Scheme compliancy:
 - device certification (on request by National ACCEPT Scheme Manager(s));
 - organization audit (on request by National ACCEPT Scheme Manager(s)).
 - Registrar and security management:
 - key issuance and management (on request by National ACCEPT Scheme Manager(s));
 - ACCEPT Root-CA management;
 - registrar management (a.o. TokenID, configuration, ...);
 - cross-border risk management:
 - list management;
 - risk parameter management.
 - Cross-border transaction routing.
 - Local System IP/SW provider.

- Any National ACCEPT Scheme, through ACCEPT Scheme Participants with Local Systems, is responsible to provide the following services to Passengers:
 - Fare Media provisioning. This comprises the issuance/sales of Fare Media supported by ACCEPT Scheme Participants to its 'own' customers.
 - Account on boarding. This comprises the function for Passengers to become a customer in the ACCEPT Scheme.
 - Fare product sales.
 - Fare product usage. This comprises providing a Passenger access to mobility services and inspecting the right to travel.
 - Trip information / completion.
 - Customer support services:
 - account management;
 - lost & stolen Fare Media management;
 - refund management;
 - complaint management.
 - And the following services to the other National ACCEPT Schemes:
 - Invoicing and settlement of interoperable Fare Product Usage.



2.6. Article 5 – Duration

- This Franchise Agreement comes into effect on the date of signature (the "Date of Entry") and is entered into for an initial period of five years (the "Initial Contract Period"). After expiration of the Initial Contract Period, this Franchise Agreement will be continued for an indefinite period of time and can only be terminated on the grounds and in the manner as indicated in Article 11 of the Terms and Conditions, without prejudice to the possibility of dissolution by a Party in accordance with the law.
- From the Date of Entry, this Franchise Agreement will replace all previous agreements, imposition letters and agreements between the Parties with regard to the topics covered in the Franchise Agreement and these previous agreements, imposition letters and agreements will be deemed to have expired.

2.7. Article 6 – Applicable law, Disputes

- Dutch law applies to this Franchise Agreement.
- Disputes ensuing from the Franchise Agreement will be settled exclusively in accordance with the arbitration regulations of the Netherlands Arbitration Institute by three arbitrators appointed in accordance with these arbitration rules, on the understanding that Participant and ACCEPT hereby agree that the arbitrators to decide on the rules of the right. There is a dispute if a Party proposes to the other Party in writing.



3. Appendices

3.1. Appendix A - General Terms and Conditions

The General Terms and Conditions have the following articles:

Article 1 – Applicability

Article 2 – Services

Article 3 – Obligations of the Participant

Article 4 – Confidentiality

Article 5 – Personal Data / Privacy

Article 6 – Intellectual Property Rights, Brand Use

Article 7 – Fees

Article 8 – Participant Consultation / Changes

Article 9 – Liability

Article 10 – Suspension of the Franchise Agreement

Article 11 – Termination

Article 12 – Audits, Reporting and Providing Information

Article 13 – Notifications

Article 14 – Other



Article 1 – Applicability

- These Terms and Conditions are applicable, with the exclusion of general terms and conditions of the Participant, to the Franchise Agreement, changes thereto and all other related agreements between the Participant and ACCEPT.

Article 2 – Services

- ACCEPT will provide the Service Agreed in accordance with the specifications as described in the Service Portfolio and the Franchise Framework (ACCEPT Scheme Document).
- Insofar as a penalty arrangement is agreed between the Parties in the event of non-compliance with the Minimum Performances by ACCEPT, ACCEPT is entitled to create a reserve. The reserve will be made up of the fees for the Agreed Service. ACCEPT is entitled to adjust the bases for the calculation of the rates as laid down in the Service Portfolio on this point.
- ACCEPT delivers the Agreed Service for which ACCEPT uses the ACCEPT System from the relevant Service Access Point. ACCEPT has no obligation to Participant and accepts no liability with regard to data flows relating to or related to an Agreed Service, once they have left the Service Access Point, or - in case the Participant sends or sends data to ACCEPT - that not yet reached the Service Access Point.
- Until the time of receipt by the ACCEPT System, the Participant bears the risk of losing data that he sends to the ACCEPT System. The participant also bears the risk of loss of the transmitted data from the moment of dispatch by the ACCEPT System. With regard to data sent to the ACCEPT System, the moment at which the data reaches the ACCEPT System is the moment at which the data have reached the Service Access Point. With regard to data sent from the ACCEPT System, the moment at which the data has left the ACCEPT System is the moment at which the data has left the ACCEPT System, being the moment at which these data have left the Service Access Point.
- Insofar as and for as long as the reception or dispatch by the ACCEPT System is not possible, the Participant or ACCEPT is not allocated the following:
 - o delay in the receipt, or delay in the transmission of the data referred to in Article 2.3 in the manner provided for in Article 2.4 by the ACCEPT System, and
 - o the consequences of the delay for compliance with the obligations of the Participant or ACCEPT from the relevant Sub-agreement,

unless the access to or withdrawal of data from the ACCEPT System is denied due to circumstances attributable to the Participant and ACCEPT respectively.



- If a situation as referred to in the previous paragraph occurs, ACCEPT will inform the Participant as soon as possible.

Service Forms and Service Options

- ACCEPT is entitled to add Service Forms and Service Options to the Service Portfolio and to adjust the ACCEPT Scheme Document, as well as the Terms and Conditions to declare applicable to the Franchise Agreement, with due observance of Article 8.
- Participant is entitled at all times to propose a new Service. If the Participant proposes a new Service Form, it will be treated in accordance with the decision-making procedure included in Article 8. If the Participant or ACCEPT proposes a new Service Option, ACCEPT will submit a statement containing a description of the Service Option, as well as the rate and other conditions. The Participant will indicate within a reasonable period, or if applicable, within the term as stated in the ACCEPT statement, whether he wishes to purchase the Service Option thus offered, under the conditions stipulated. Article 8 applies to this.
- The Participant is aware that ACCEPT, if and in so far as it considers necessary, as a condition for offering a Service Option to an Agreed Service Form, that the Initial Service Period of the relevant agreed service form is extended, or that a new Initial Service Period commences with regard to that Agreed Service Form. ACCEPT will indicate in the statement as referred to in Article 2.9 whether and, if so, what modification of the Initial Service Period of the Participant is required.
- Participant and ACCEPT agree the extension of a Sub-Agreement with the offered Service Form and, if applicable, Service Option if and at the moment that ACCEPT and Participant sign the Addendum to this effect.

ACCEPT System

- ACCEPT determines the technical and functional composition of the ACCEPT System with which Service is provided. ACCEPT is entitled to change the technical composition thereof. Insofar as a proposed change affects the Franchise Agreement, the amendment procedure from Article 8 applies.
- ACCEPT is entitled to temporarily interrupt the performance of the Agreed Service and to temporarily deny the Participant access to the Service Access Point if (i) a malfunction occurs in the ACCEPT System and, in ACCEPT's reasonable opinion, the security, confidentiality, the continuity or integrity of the data processing, data exchange, or the payment traffic is threatened or (ii) with regard to the ACCEPT System the security, confidentiality, continuity or integrity of the data processing and data exchange is threatened by the Connected System of Participant or by other systems.



- If a situation as referred to in the previous paragraph occurs, ACCEPT will inform the Participant as soon as possible under the circumstances. ACCEPT strives to ensure that such interruption or cancellation is as short as possible of duration.

Establishing an Agreed Service Form or Agreed Service Option

- ACCEPT will put the agreed service into service and carry out preparatory work on the ACCEPT system, including the preparation of the service access point and other work within the ACCEPT organization, if the participant has successfully completed the connection test in accordance with the connection procedure from the connection - conditions. ACCEPT will specify which information and details the Participant must have made known at which times and which cooperation the Participant must provide.
- If the Participant fails in the obligations arising from the Connection Test, ACCEPT is entitled - without prejudice to its other rights - to move the Date of Entry of the Agreed Service to a later date that can reasonably be determined. This new date then applies between the Parties as the Date of Entry of the Agreed Service. If the Participant repeatedly fails in the performance of the obligations arising from the Connection Test, the Participant will reimburse ACCEPT for each modality of the Participant every time a Connection Test has to be carried out. The foregoing does not detract from the fact that, if the Connection Test concerns an Agreed Service Form, any compensation owed by the Participant on or from the original Effective Date of the Subcontract is owed on and from that date, without prejudice to other rights vested in ACCEPT. The foregoing also does not affect the fact that, if the Connection Test concerns an Agreed Service Option, the Participant is obliged to pay ACCEPT of reasonable costs due to the Participant's creditors' default.
- ACCEPT will inform the Participant in writing when the work to be performed by ACCEPT in accordance with the Connection Test is ready, stating the Date of Entry. ACCEPT will observe the Date of Entry, provided Participant has timely provided the cooperation referred to in the previous paragraph. If ACCEPT does not comply with the Date of Entry due to the failure of its supplier, the Parties hereby agree that if ACCEPT in its relationship with the supplier first has to give notice of default before the consequences of non-compliance with this subcontractor, ACCEPT must consultation with the Participant will determine the required reasonable term that will be given to the subcontractor in that notice of default. This term for performance shall apply in the relationship between the Parties as the minimum term at which the Participant may declare ACCEPT in writing in default.

Article 3 – Obligations of the Participant

ACCEPT: the ACCEPT Scheme Provider

- The Participant is aware of this and accepts that ACCEPT, in addition to being the organization that provides Service, is also the central organization - the ACCEPT



Scheme Provider - that creates preconditions and rules that promote (i) integrity, interoperability and uniformity of the ACCEPT system, (ii) uniform recognition and trust among the public, and (iii) confidentiality of company and personal data and guarantees of privacy (see also the ACCEPT Scheme Document).

- In its role of ACCEPT Scheme Provider, ACCEPT has established and recorded rules and procedures in the ACCEPT Scheme Document and supervises compliance therewith.

Participation Participant

- In the performance of the Franchise Agreement, the Participant will always observe the ACCEPT Scheme Document and will timely provide all cooperation reasonably required by ACCEPT and follow the instructions provided in fairness by ACCEPT.
- Without prejudice to the provisions of Article 3.3, the Participant undertakes to apply adequate control and security procedures in accordance with the provisions of the ACCEPT Scheme Document with regard to the Agreed Service. Without prejudice to other rights vested in ACCEPT, the Participant undertakes to report ACCEPT immediately to non-compliance with this confidentiality obligation, as well as a suspicion of non-performance.
- In the event that employees or subcontractors of ACCEPT perform work at the Participant's location, Participant shall provide free of charge for the availability of the facilities reasonably desired by those employees, such as - if applicable - a workspace with telecommunications facilities, an internet connection, and so on. ACCEPT will observe (access) rules that are valid for the location and made known by the Participant in advance in writing.

Connecting Participants

- The Participant will be connected to the ACCEPT system if he has successfully completed the Connection Test and his Affiliated System has been certified. The Participant is obliged to dispose of the Connected System in good time and at his expense and to obtain the necessary Certificates of Certification. ACCEPT will inform the Participant in writing which inspection institute it has designated. The Participant will provide ACCEPT with the Certificate of Certification of the relevant Connected System for inspection before the Date of Service Entry.
- In the role of ACCEPT Scheme Provider, ACCEPT monitors the integrity and the security of the ACCEPT system and its interoperable operation.
- The Participant will always ensure that the Connected System is in a good state of repair. The Participant is not permitted to make changes to the Affiliated System without express prior written permission from ACCEPT.



- The Participant must ensure that his Affiliated System has sufficient back-up possibilities and that it regularly backs up data that are important for the implementation of the Franchise Agreement.

Connection conditions

- In all cases in which the Participant obtains the decision on (part of) the Connected System on a title other than purchase, or allows third parties to manage (part of) the Connected System or to operate, the Participant warrants that - in addition to the Participant itself - these third parties also strictly observe the stipulations in this article and the ACCEPT Scheme Document. Without prejudice to other rights accruing to ACCEPT, the Participant undertakes to report ACCEPT's failure to comply with the provisions of this article and the ACCEPT Scheme Document, as well as a suspicion of non-compliance, immediately and without delay.
- Partly in the context of the provisions in articles 3.1 and 3.2 and without prejudice to the previous paragraph, the Participant also guarantees that every third party referred to in the previous paragraph will accept the Connection Conditions by signing an appropriate deed to the Participant. In witness whereof the Participant must have submitted a copy to ACCEPT before the relevant Affiliated System is actually connected.
- Without prejudice to other rights vested in ACCEPT, the Participant undertakes to report ACCEPT's failure to comply with the Connection Conditions by these third parties as well as a suspicion of non-performance.
- Without prejudice to other rights vested in ACCEPT, ACCEPT is entitled to terminate the Affiliated System if the Connection Conditions or the ACCEPT Scheme Document are not complied with.

Article 4 – Confidentiality

- The parties will observe confidentiality with regard to confidential information, both during the existence of the Franchise Agreement and after the Franchise Agreement has been terminated for whatever reason. Confidential information includes, among other things:
 - o commercial, financial and technical information, independent of the form, the other Party, its subcontractors, customers, and suppliers obtained under the Franchise Agreement; and (i) which has been designated as confidential by the disclosing Party, (ii) information is generated by confidential information, or (iii) information that the Parties know or should know to be of a confidential nature;
 - o all data from third parties that ACCEPT provides to the Participant in the framework of the Franchise Agreement;
 - o the content of the Franchise Agreement.



- The duty of confidentiality does not apply to information that (i) was already known to the other Party before it received the information and had free access to the information beforehand, (ii) is public without violating the previous provision, and (iii)) was created independently and without knowledge of the information provided by the receiving Party itself.
- A Party is entitled to provide confidential information of the other Party to third parties insofar as necessary for the fulfillment of its obligations under the Franchise Agreement and provided that these third parties in turn have to maintain the confidentiality of this information. Deviation from secrecy by third parties is only possible if and in so far as this is necessary to comply with a legal obligation on third parties. The third parties will inform the provider of confidential information in advance when they are approached to provide data, unless this is prohibited by law, in order to enable the provider to take legal measures or to dispense the third parties from the duty of confidentiality.
- The Participant and ACCEPT undertake to inform personnel involved in the implementation of the Franchise Agreement about the content of the duty of confidentiality laid down in this article and guarantee compliance with this by their personnel towards the other Party.
- The parties are obliged to maintain the confidentiality of personal data of which they take cognizance, except insofar as any statutory regulation obliges them to communicate or if the necessity of communication arises from their duties.
- Without prejudice to the obligations of ACCEPT and Participant to confidentiality on the basis of this article, no provision in this Franchise Agreement shall be interpreted as being a limitation of the right of ACCEPT or Participant to turn to a legal authority and / or to fulfill the obligation. meet the requirements of administrative or governmental authorities.
- With regard to location data, ACCEPT fulfills the role of Processor. ACCEPT will therefore not use the location data provided by Participants for commercial purposes.

Article 5 – Personal Data / Privacy

- Parties will fulfill their obligations over and over again under the General Data Protection Regulation¹ (GDPR).

General Provisions

¹ REGULATION (EU) 2016/679 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL.



- These Regulations have the objective of properly protecting personal data collected through the ACCEPT system operated by ACCEPT Institute, and thus protecting individuals' rights.
- These Regulations shall apply to units collecting, using or storing personal data through the ACCEPT system operated by ACCEPT Institute.
- All persons who collect, use and store personal data through the ACCEPT system operated by ACCEPT Institute shall comply with these Regulations. Employees of subcontractors shall be required to comply with these Regulations through the subcontractor to which they belong.
- Definitions:
 - Personal Data Any information relating to an identified or identifiable person. An identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identification number or to one or more factors specific to his physical, physiological, mental, economic, cultural or social identity.
 - Processing of personal data Any operation or set of operations which is performed upon personal data, whether or not by automatic means.
 - Data subject The particular individual identified by the personal data.
 - The data subject's consent Any indication of the data subject's wishes by which he or she explicitly approves, whether in writing or by other means, the processing of personal data relating to himself or herself, after being informed about the collection use or provision of personal data.
 - Third Party Any party other than the data subject or the organization processing the personal data.
 - Notify To inform the data subject directly by post, telephone, electronic mail or other means.
 - Contact the data subject To communicate with or contact the data subject by post, telephone, electronic mail or other means.
 - Disclosable personal data A set of information organized systematically so that it can be searched using a computer, or a set of information organized systematically to facilitate retrieval of specific personal data by systematizing, classifying or analyzing it in accordance with certain rules and attaching a table of contents, an index of markings, which information ACCEPT Institute is fully authorized to disclose, correct, supplement, or delete, cease using, erase or cease providing to a third party at the request of the data subject.
 - Processor of personal data Any person who collects, uses, stores, or otherwise handles personal data, including any person specified in article 9 of these Regulations.
 - Automated Processing Automatically processing personal data according to certain criteria: for example, deducing personal preferences and characteristics by analyzing camera usage history or customer purchase history.



- When collecting, using or storing personal data, relevant domestic and foreign laws, including those of the EU, shall be considered and obeyed. The relevant EU laws shall be fully followed especially when personal data is transferred outside the EU with its respect for protection of privacy and for individuals' rights. It shall be kept in mind that data subjects can sue ACCEPT Institute for damages if a legal violation adversely affects them.
- Personal data shall as a rule be recorded in fixed, tangible form on paper or a photographic medium, on an electronic or magnetic medium or by other means, and displayed in a format that can be viewed either directly or using a device (which format is referred to below as a "document"); and anyone working with the data shall do so using that document. This does not apply, however, to data that by their nature are not conducive to documentation, or to data concerning minor matters.

General Requirements

- Any unit collecting, using or storing personal data through the ACCEPT system operated by ACCEPT Institute shall do so in full accordance with the ACCEPT Institute Privacy Protection Policy formulated and internally and externally released by ACCEPT Institute.

Planning

- Processors of personal data shall specifically identify the personal data collected through the ETC-system operated by ACCEPT Institute and compile a personal data management sheet including the retention period. The personal data processing supervisor shall check the contents of the management sheet as necessary and endeavor to keep it up to date.
- Functions, Responsibilities and powers
 - The head of any unit collecting, using or storing personal data through the ACCEPT system operated by ACCEPT Institute shall, as the person ultimately responsible for protection of those personal data, have responsibility and authority for formulating, executing and improving policies and plans for securely protecting personal data.
 - The personal data protection manager shall have responsibility and authority for managing procedures for securely protecting personal data collected through the ACCEPT system operated by ACCEPT Institute.
 - The personal data protection audit supervisor shall have responsibility and authority for auditing and reporting.
 - Auditors, appointed by the personal data protection audit supervisor, shall have responsibility and authority for conducting audits.
 - The personal data processing supervisor shall have responsibility and authority for managing personal data in any unit processing personal data obtained through the ACCEPT system operated by ACCEPT Institute.



- Personal data processing staff shall have responsibility and authority for properly collecting, using and storing personal data through the ACCEPT system operated by ACCEPT Institute.
- The personal data protection manager shall formulate and execute the training plans necessary to securely protecting personal data.
- The personal data protection audit supervisor shall formulate and execute audit plans for verifying that personal data are securely protected.
- Upon discovering that an incident involving personal data, such as loss, disappearance, theft, tampering, destruction, leakage or unauthorized use, has occurred or could occur, any person defined as having a duty to comply with the Regulations shall immediately inform the following persons:
 - The personal data processing supervisor responsible for the personal data in question; and
 - The personal data protection manager.
- Upon being so informed, the personal data processing supervisor and the personal data protection manager shall immediately ascertain the facts of the case and expeditiously implement the necessary measures such as taking steps to minimize the impact. Depending on the extend of the impact, their findings shall be reported internally and if necessary additional instructions shall be obtained on how to proceed.

Execution and Implementation

- Principles Governing Collection, use and Provision of Data
 - Specifying the Intended Use. Recipients of personal data shall specify the intended use for which the data are being collected and shall collect, use and store those data only to the minimum extend necessary for that purpose. If necessary under the legal system of the country in question, they shall also file notice of the use of the personal data with a data protection authority or other relevant body. Further, they shall explicitly obtain the consent of the data subject when collecting the data, including if the intended use has changed, and shall clearly identify the data acquisition source.
 - Appropriate Collection of Data. Recipients of personal data shall collect personal data by legal, fair means.
 - Procedures for using data. Users of personal data shall use those data only insofar as necessary for the specified intended use and in a way not detrimental to the data subject.
 - Procedures When Contacting the Data Subject. Users of personal data shall, if contacting a data subject beyond what is necessary for the intended use of the personal data collected, notify the data subject of the intended use, method of collection etc., and obtain his or her consent. They shall also notify the data subject if accessing personal data for automated processing.



- Procedures for Provision of Data. Except if otherwise provided for by law or regulations, processors of personal data shall, when providing personal data collected to a third party, first notify the data subject of the purpose for which the data are to be provided to the third party and who the recipient is, and obtain his or her consent.
- Proper Management of Data
 - Ensuring Accuracy. Processors of personal data shall keep those data as accurate and up to date as necessary for their intended use. They shall also regularly check whether the personal data need to be updated. Further, they shall completely erase any personal data that are no longer needed.
 - Security Management Procedures. The following persons shall, depending on the risks associated with the personal data being processed, take the necessary and appropriate steps to prevent the data from being leaked, lost or damaged and to otherwise manage the security thereof:
 - Personal data processing staff;
 - The personal data processing supervisor; and
 - The personal data protection manager
 - Supervision of Employees. The personal data processing supervisor and the personal data protection manager shall appropriately supervise personal data processing staff as necessary to ensure that personal data are securely managed.
 - Supervision of Subcontractors. The following persons shall, when the processing of personal data is outsourced in whole or in part, select a subcontractor that takes measures to protect personal data at least as rigorous as ACCEPT Institute, and shall conclude a suitable contract with it. They shall also appropriately supervise the subcontractor as necessary to ensure that personal data are securely managed.
 - Personal data processing staff;
 - The personal data processing supervisor; and
 - The personal data protection manager
- Rights of Data Subjects with Respect to Personal Data
 - Rights with Respect to Personal Data. In case of a request for verbal or written disclosure etc. from a data subject who has provided personal data, personal data processing staff shall, after verifying the person's identity, respond promptly and appropriately in accordance with the law.
 - Procedures for Responding to Disclosure and Other Requests. Personal data processing staff shall establish an organizational framework and procedures for responding to disclosure and other requests, and shall ensure that these are readily ascertainable by data subject.
 - Correcting, Supplementing or Deleting Disclosable personal Data. If requested, either by the data subject or by a court, to correct, supplement or delete disclosable personal data by which the data subject can be identified on other grounds that for example the information is false, personal data processing staff shall conduct the necessary investigation without delay insofar as necessary for making the correction as such. Unless special



procedures are prescribed by law, the disclosable personal data shall be corrected, supplemented or deleted on the basis of the results thereof.

Training

- Processors of personal data shall receive training in protection of personal data, including these Regulations regularly or as necessary.

Handling Complaints

- Personal data processing staff shall respond promptly and appropriately to complaints and inquiries from data subjects about processing and protection of personal data.

Inspection and reviews

- Personal data processing staff and personal data processing supervisors shall regularly verify that personal data are duly protected.
- Auditors and personal data protection audit supervisors shall regularly audit the state of personal data management. The audit findings shall be reported to ACCEPT Institute.
- In order to comply with laws, regulations and guidelines, the heads of units collecting, using or storing personal data through the ACCEPT system operated by ACCEPT Institute shall regularly review policies on and the organizational framework and technical measures for protecting personal data, taking into account changes in internal and external environment.

Article 6 – Intellectual Property Rights, Brand Use

- The Franchise Agreement does not extend to the transfer of any intellectual property right of ACCEPT to Participant, nor of Participant to ACCEPT.
- In so far as the Franchise Agreement implies that ACCEPT uses brands or trade names of the Participant or that Participant enters into the normal course of its business, Participant grants the non-exclusive and non-transferable right to these trademarks or trade names during the term of the Franchise Agreement, if and insofar as this is necessary to implement the Franchise Agreement. This permitted use is limited to the expressions approved in advance by the Participant. For any other use, prior written consent of the Participant is required, up to the consent of the Participant towards ACCEPT. Participant shall indemnify ACCEPT in respect of third-party claims relating to this use, provided that:
 - o ACCEPT provides all reasonable cooperation to the Participant in the context of the indemnity;
 - o ACCEPT does not make any commitments to third parties.



- Without prejudice to the provisions elsewhere in the Franchise Agreement, ACCEPT will indemnify the Participant against claims by third parties that software that is part of the ACCEPT System in the Netherlands infringes on copyrights or patents, provided that:
 - o Participant uses the agreed service in the agreed manner;
 - o Participant provides all reasonable cooperation to ACCEPT within the framework of the waring;
 - o Participant does not make any commitments to third parties; and
 - o the infringement is not caused by the fact that the Participant does not use the Agreed Service in combination with other Service, software or systems from ACCEPT, whereas without this combined use the infringement would not exist.

Brand usage

- Participant is obliged and ACCEPT grants the Participant the non-exclusive and non-transferable right to use the brands of ACCEPT and / or the Image Mark, if and to the extent that this is necessary for the execution of the Franchise Agreement. The right to use a trademark ends when the Franchise Agreement ends.
- The Participant is not allowed to deposit the Mark or register as a trademark or a Service Form or to deposit a Service Option or to register it.
- Notwithstanding the above, Participant, if Participant wishes to use own brands or brands of third parties in combination with brands of ACCEPT on a smartcard (or any other fare medium), or Transaction Equipment, will only do so in the following cases, after ACCEPT to this end has given its written permission, in which the following limitative cases apply as reasonable grounds on which ACCEPT may withhold its permission:
 - o in case of a reasonable and motivated stated suspicion of ACCEPT that the Participant will act by the proposed manner of use in violation of:
 - the provisions of the Franchise Agreement, or
 - good faith, good morals, ACCEPT 'reputation or the ACCEPT Scheme reputation, or
 - the safety or integrity of ACCEPT or the ACCEPT System.Participant fully indemnifies ACCEPT in respect of third-party claims relating to the use of third party brands by Participant.
- ACCEPT is entitled to change the Image Mark and other brands. If ACCEPT uses its right, ACCEPT will notify the Participant here in good time, stating the date on which the change takes effect. The Participant will cease use of the old Image mark or brand for its own account and replace it for its own account with the by ACCEPT modified Image Mark or other brand.



Article 7 – Fees

- The Participant will owe periodic, one-off and variable fees for the Agreed Service on the rates set and made known by ACCEPT in accordance with the provisions of the Service Portfolio. These rates are exclusive of VAT.
- Fees related to Transaction are shown daily in the Clearing and Settlement overview and are immediately due and payable. These fees are collected as part of the daily settlement. Participant is obliged to ensure that ACCEPT always has a sufficient power of attorney for the collection as referred to in this article. In connection with this, the Participant will grant ACCEPT sufficient power of attorney and will maintain it. Participant is obliged to ensure that the bank account intended for the collection will always be a sufficient balance for the execution of the payments as referred to in this article.
- Remunerations other than those referred to in Article 7.2 will be invoiced to the Participant by ACCEPT. The fees thus due are due 30 days after the invoice date. Participant will pay amounts due within a period of 30 days after the invoice date, without settlement or suspension, by transfer to the bank account specified on the invoice.
- ACCEPT owes compensation to the Participant as included in the Service Portfolio. Participant will invoice ACCEPT for this. ACCEPT will pay the amounts due within 30 days of the invoice date, without set-off or suspension.
- At the request of ACCEPT, the Participant is obliged to provide sufficient security for claims for payment of the agreed Service that the Participant owes or will owe.
- In the event that ACCEPT suspends its obligations under the Franchise Agreement due to non-fulfillment of an obligation of the Participant, the Participant remains obliged to pay the fee due within the agreed term.
- ACCEPT is entitled to change the rates and bases for the calculation of the rates as laid down in the Service Portfolio with due observance of Article 8.
- In case of exceeding any payment term or the failure of the collection as stipulated in Article 7.2, the Parties are entitled to charge the statutory interest to the other Party on the outstanding amount, without further notice or notice of default being required. In that case, the other Party is also obliged to reimburse all extrajudicial and judicial costs incurred in connection with the collection, including the actual costs of legal assistance.
- Without prejudice to the provisions of Article 7.7, the Parties are entitled to adjust their rates annually as of 1 January in accordance with the rise in the consumer price index figure CPI for all households with the base year 2018 = 100 as published by Statistics Netherlands.



- ACCEPT is also entitled, after consultation, to adjust its rates if one of its suppliers or subcontractors changes its rates.

Article 8 – Participant Consultation / Changes

- Amendments to the Franchise Agreement take place with due observance of the provisions in this article, unless expressly deviated from in these Terms and Conditions.
- ACCEPT is entitled to amend the Franchise Agreement without delay insofar as the relevant change is, in the reasonable opinion of ACCEPT (i), necessary for the safety and integrity of (parts of) the ACCEPT system, (ii) in connection with urgent matters can not be determined in accordance with the provisions of the following paragraphs of this article, (iii) at the direction of a supervisor or other regulatory authority or (iv) in manifest errors.
- The parties will set up an Participant Advice Council ("PAC"). All participants and ACCEPT are represented in this PAC. The tasks and authorities as well as the working method are laid down in an PAC regulation.

Without prejudice to the provisions of Article 8.2 and with due observance of the provisions of Article 8.5, ACCEPT will inform Participants, united in the PAC, or a body designated by the PAC for that purpose in advance, and give them the opportunity to advise on proposed changes to the Franchise Agreement.

The informing contains the literal text of the proposed change as well as a motivation for the proposed change.

The Participants also have a right of initiative for submitting proposed changes.

- Explicitly excluded from article 8.4 are the following intended changes:
 - o (proposals for) new Service Option (s); or
 - o changes in tariffs; or
 - o changes in the bases for the calculation of the tariffs; or
 - o changes to the ACCEPT Terms and Conditions.
- Parties will comply with the present PAC Regulations with regard to informing and advising on intended changes.

Article 9 – Liability

- ACCEPT is only liable for an unlawful act attributable to it or an attributable shortcoming in the performance of its obligations under the Franchise Agreement. The mere non-performance by ACCEPT of a Minimum Performance does not in itself result in a shortcoming.



- Non-attributable to ACCEPT are in any case, but not exclusively, shortcomings caused by failures in connections to the ACCEPT System, with which an Agreed Service Form or Agreed Service Option is granted, other failures in the Internet or other telecommunication networks virus spreading, hacking, attacks, loss of electricity and measures by supervisory authorities.
- In the event that ACCEPT is liable, ACCEPT's compensation obligation consists solely of the compensation of direct damage with the exclusion of all indirect damage such as loss of profit, savings or turnover and damage to reputation and goodwill or loss of data.
- ACCEPT will make every effort to ensure its liability under the best possible conditions, with a maximum liability coverage for all Participants of € 5,000,000 per calendar year.
- Without prejudice to the provisions in the previous paragraphs and article 9.8 of this article, the compensation obligation of ACCEPT in respect of all damage-causing events of all Participants together that arise during a calendar year will only exist if and insofar as ACCEPT has actually compensated the damage received by its insurance or, insofar as applicable, if and insofar as ACCEPT can recover the damage from and actually receive compensation from its suppliers.
- An excess of € 50,000 applies to each Participant for each event causing damage, unless ACCEPT can recover the damage from and actually compensate its suppliers as specified in Article 9.5.
- The costs of the aforementioned professional liability insurance are financed by means of a surcharge set at the end of a calendar year, being a percentage in proportion to the total compensation that a Participant owed to ACCEPT in that calendar year.
- In the event of damage as a result of death or injury, ACCEPT's liability is limited to an amount of € 1,000,000 per event or series of related events, with a maximum of € 4,000,000 per calendar year.
- The Participant indemnifies ACCEPT against all claims from third parties that are related to the performance of the Franchise Agreement.

In so far as the third party is an auxiliary person of ACCEPT or is otherwise engaged by ACCEPT in the performance of its obligations under the Franchise Agreement, the provisions under (i) do not apply if the claim of this third party is not related to an unlawful act or shortcoming of the Participant towards this third party or ACCEPT.

- If the Participant wishes to make a claim for damages against ACCEPT in accordance with this article, it will do so no later than 6 months after the occurrence of the



damage in the manner referred to in Article 14, or if this is later, at the latest two months after the moment that the Participant becomes familiar with the damage.

Article 10 – Suspension of the Franchise Agreement

- Without prejudice to other rights vested in ACCEPT, including suspension pursuant to the law, ACCEPT is in any event entitled to suspend the Franchise Agreement if:
 - o the Participant is declared bankrupt or in suspension of payments, or a request to that effect has been filed;
 - o the Participant has not submitted the Certificate of Certificate as referred to in Article 3.6;
 - o the Participant fails in the obligations arising from the Connection Test as stipulated in Article 2.15.

The parties hereby agree that the abovementioned circumstances justify suspension.

Article 11 – Termination

Termination by cancellation

- From the moment of the conclusion of this Franchise Agreement up to and including the moment that the Initial Contract Period and Initial Service Periods have expired, a Party is not entitled to terminate an agreement in whole or in part by giving notice, unless the possibility of doing so is shown below.
- From the moment of conclusion of the Franchise Agreement, even during the Initial Contract Period and Initial Service Periods, a Party is entitled to terminate the Franchise Agreement in writing with immediate effect, without the terminating Party being liable to the other Party, or otherwise obliged to pay any compensation for termination if:
 - o the Participant no longer issues Transactions and has therefore de facto terminated its activities;
 - o the other Party has been declared bankrupt, or is in moratorium, or one of them is applied for by this Party;
 - o a Party is unable to fulfill its obligations under the Franchise Agreement as a result of force majeure, and the force majeure situation lasts longer than 30 days, or at least is foreseen to last longer than 30 days.
- On and after the expiry of the Initial Contract Period, a Party is entitled to terminate the Franchise Agreement in whole or in part, with due observance of a term for termination of 12 calendar months.
- If an Agreed Service Form is terminated in accordance with the provisions of this article, this also means termination of the corresponding agreed service options.



- Cancellation must be done in writing by registered letter.

Termination by dissolution

- In addition to the provisions of the law on dissolution, the parties hereby agree that ACCEPT in any event has the power to terminate the Franchise Agreement in whole or in part if:
 - o the Participant has not obtained the Certificate of Certification for the relevant Affiliated System in time;
 - o the Participant repeatedly fails in the obligations arising from the Connection test as stipulated in Article 2.15;
 - o the Participant imputably fails in the fulfillment of one of its other obligations under the Franchise Agreement, provided that this attributable shortcoming justifies the dissolution.

The parties agree that these grounds in any case justify dissolution, provided Participant is first given notice of default in writing.

The parties agree that if there is a ground for dissolution, for whatever reason, this - at the discretion of ACCEPT - justifies the simultaneous dissolution of the Franchise Agreement.

- The Participant acknowledges and agrees that the nature of the services that ACCEPT has performed within the framework of the Agreed Service can not be undone.
- Fees that have already been paid or should have been paid will remain due in the event of dissolution. In addition, all claims of ACCEPT on the Participant become immediately due and payable at the moment of termination. In addition, the Participant owes ACCEPT the fees that would have been due during the original term of the relevant agreement, unless the termination is the result of an attributable shortcoming of ACCEPT.
- Obligations which by their nature are intended to continue after the termination of the Franchise Agreement remain after termination of the relevant agreement, such as, but not limited to, the obligations under Articles 4, 5, 6, 9 and 11.

Article 12 – Audits, Reporting and Providing Information

- In its role as ACCEPT Scheme Provider, ACCEPT is entitled at its own expense, annually and at any relevant (system) change, to submit the data, documents and systems held by the Participant and third parties engaged by the Participant with respect to the implementation of the Franchise Agreement to an audit conducted by ACCEPT itself or by an independent third party appointed by ACCEPT (hereinafter referred to as "Auditor") for the following purposes:
 - o verifying the adequacy of organizational controls, input / output controls, system modification controls, processing controls, system design controls,



- and access controls, practices and procedures, in connection with the Participant's obligations under the Franchise Agreement;
 - verifying whether the applicable laws and regulations are complied with and the obligations of the Participant from the Franchise Agreement;
 - assessing compliance with the agreed safety procedures.
- The Participant will grant the Auditor access to documents, systems and reports and the underlying data that the Participant uses in the framework of the Franchise Agreement, in order to enable ACCEPT to perform the appropriate checks on the activities of the Participant that relate to on the execution of the Franchise Agreement. The Auditor will treat the data made available to him confidentially.
 - The Parties hereby agree that the Auditor does not have access to locations or business confidential information of the Participant, its affiliated companies or customers, except that the Auditor may have access to certain parts to the extent that this is necessary to meet the Participant's compliance with his obligations. from the Franchise Agreement.
 - The investigation shall not extend to inspecting or attempting to inspect financial data of the Participant with regard to the costs / profit margins insofar as this does not prevent the Participant from complying with the provisions of Article 12.1.
 - After reasonable notice, the Participant will grant the Auditor and his authorized representatives access to the documents, systems, premises and materials used by the Participant in relation to the implementation of the Franchise Agreement.
 - Audits only relate to the activities of the previous 12 months - unless legal requirements have to be complied with - and will be carried out expeditiously during reasonable office hours and after a reasonable, written notice that will normally be 10 working days.
 - The Participant will keep full and accurate records and books at all times during the duration of the Franchise Agreement and will also keep the records and books for the duration of the Franchise Agreement and for at least 7 years thereafter, without prejudice to retention obligations under the Act.
 - Notwithstanding the provisions of this article, the Participant will comply with requests for information from and cooperate with investigations by or on behalf of supervisory authorities. The Participant also guarantees that his external accountant cooperates with the information requests referred to above.
 - Upon completion of an audit, ACCEPT will ensure that the Auditor prepares a report and provides a reasonable number of copies of this report to the Participant. The report will contain the results of the audit and will also be sufficiently detailed to provide ACCEPT, based on the report, with insight into the extent to which the Participant complies with the provisions of Article 12.1.



- ACCEPT will have annual financial audits carried out by certified external auditors in respect of its annual accounts and (IT / operational) audits in respect of its operational processes.

Both audits give a qualified opinion on the quality, control and effectiveness of the operations and processes at ACCEPT. The conclusion and a summary of the outcomes of said audits will be submitted to Participants.

- If a Participant wishes to obtain operational information from ACCEPT in connection with the performance of the Franchise Agreement, ACCEPT will make reasonable efforts to provide this operational information to the Participant in a timely and fair and adequate manner. Participants' questions will also be answered by ACCEPT with due regard for reasonableness and fairness.

Article 13 – Notifications

- All notifications that the Participant and ACCEPT give each other under this Franchise Agreement must be in writing and must be sent by registered mail with simultaneous sending by ordinary mail, to the address below, with due observance of the provisions of this article:

[Name of Participant]
to the management
[Address]
[Postal code + City]
[Country]

ACCEPT
to the management
Stationsplein 61
3818 LE Amersfoort
The Netherlands

Article 14 – Other

- Without prejudice to the provisions of the Franchise Agreement, a Party is obliged towards the other Party to always comply with its obligations under laws and regulations.
- Should a part of the Franchise Agreement prove to be invalid or to become invalid in connection with applicable regulations on credit institutions that issue electronic money, then the Participant and ACCEPT will replace the invalid part with valid agreements that correspond as far as possible to purpose and purport of the invalid part, without the Participants' Consultation needing to take place. In the absence of agreement, however, ACCEPT is entitled to unilaterally determine the change.



FOR APPROVAL

[Participant]

[Name and Function]



3.2. Appendix B - ACCEPT Scheme Document

Reference is made to Deliverable 3.3 ‘Franchise Framework (ACCEPT Scheme Document)’. A document that describes the franchise structure for the ETC, and will be used for the franchise contracts. The franchise structure is defined as the ACCEPT Scheme and will be used to draft the contracts with the participants of this scheme, the ACCEPT Scheme Participants.

This document is based upon the “Ecosystem ABT – The Business Canvas” (dated: 23rd January 2017). The ecosystem described in this document is used to define the Scheme with its different roles, rules and regulations: ACCEPT Scheme.

The ACCEPT Scheme Document is an integral part of this Franchise Agreement.



3.3. Appendix C - Definitions

ACCEPT Account-Based Ticketing System	The ACCEPT Account-Based Ticketing System is the whole of organizational systems, processes and measures that enable interoperable fare media to be used as an identification method between Local ACCEPT Account-Based Ticketing Systems.
Acceptance Device	Acceptance Device means any system in a public transport vehicle, on platforms and stations or handheld and operated by public transport operator (staff) that interacts with a Fare Medium, i.e. a validator, gate, inspection device. Also known as Front-end Equipment.
ACCEPT Scheme	The ACCEPT Scheme is the minimum collection of regulations, guidelines, system requirements, systems and interface specifications, parameters and prescribed system usage, as agreed by and between the Scheme Participants, to support the Services in the ACCEPT Account-Based Ticketing System and to prevent ACCEPT Participants from creating adverse impacts to other participants or to Passengers. The ACCEPT Scheme is managed by the ACCEPT Scheme Manager.
ACCEPT Scheme Manager	The ACCEPT Scheme Manager will set rules and regulations for interoperable account-based travelling (ABT) in public transport to ensure interoperability, integrity and confidentiality (the core values of the ACCEPT Scheme). The ACCEPT Scheme Manager is accountable for the operation of the Interoperability Broker systems.
ACCEPT Scheme Participants	ACCEPT Scheme Participants or Accept Participants comprise all Local System operators.
ACCEPT Specifications	ACCEPT Specifications means the functional specifications and interface control documents that describe the System Components and interaction between System Components that are required to operate the ACCEPT Account-Based Ticketing System.
Account	Account means a logical instance holding Passenger data, amongst others: Tokens, Payment Methods, Fare Products, preferences, Travel History, Payment History.
Action List	An Action List is used to change Token parameters.



Black List	A Black List is used to prevent the use of specific Tokens.
Fare Media	Fare Media means the media used to load a Token on.
Fare Product	Fare Product means a well-defined set of attributes that define the price and conditions of a specific mobility service.
Front-end Equipment	Front-end Equipment means any system in a public transport vehicle, on platforms and stations or handheld and operated by public transport operator (staff) that interacts with a Fare Medium, i.e. a validator, gate, inspection device. Also known as Acceptance Device.
Interoperability Agreement	Interoperability Agreement means a bilateral agreement between any National ACCEPT Scheme Manager and/or any ACCEPT Scheme Participant stipulating the rights and obligations of both parties to accept the other parties Accounts and Tokens.
Interoperability Broker	An Interoperability Broker is the system operated and maintained by or on behalf of the ACCEPT Scheme that provides services to Local ACCEPT Account Based Ticketing Systems.
List	List means an electronic list of unique Fare Media or Acceptance Devices that are treated in a non-standard manner. Lists comprise Whitelist, Blacklist and Action list.
Local ACCEPT ABT System or Local System	A Local ACCEPT Account-Based Ticketing System or Local System is the whole of organizational systems, processes and measures that enable Fare Media issued by another ACCEPT Scheme Participant to be used as an identification method by the Local ACCEPT Account-Based Ticketing System.
National ACCEPT Scheme	A National ACCEPT Scheme is the collection of regulations, guidelines, system requirements, system and interface specifications, parameters and prescribed system usage for a Local ACCEPT Account-Based Ticketing System, at minimum adhering to the ACCEPT Scheme. The National ACCEPT Scheme is managed by the National ACCEPT Scheme Manager.
Maximum List Duration	Maximum List Duration has the meaning given to it in paragraph Fout! Verwijzingsbron niet gevonden.



Passenger	Passenger, or Traveller.
Scheme Assets	Scheme Assets are the following: Tokens, Local Systems, Acceptance Devices, ...
System Components	System Components means any system that implements ACCEPT Specifications.
Token	Token means the Fare Media or identifier accepted by ACCEPT Scheme Participants as a means of establishing the Account of a Passenger to provide access to mobility services.
Transaction	Transaction means a digital record compiled by an Acceptance Device that registers the interaction between an Acceptance Device and a Fare Medium.
Transaction Receipt	Transaction Receipt means a Transaction that has passed all processing steps and has been enriched so that the record can be used for settlement and customer feedback.
White List	A White List is used to authorize the use of specific Tokens.