



Position statement 5

Data sharing, punctuality and monitoring

This statement sets out shared principles for what a partnership agreement could contain on data sharing, performance monitoring and research.

Data sharing

Types of data and broad areas of potential usage

Real time data for individual timing points:

- Real time displays, Web, WAP and text messaging for customers

Aggregated real time:

- Analysis for development and monitoring of PIP agreements
- Local Authority/PTE usage for capital scheme design and monitoring impacts of schemes
- Reporting on performance by PTEs against Bus Strategy/LTP targets/Best Value Indicators
- Monitoring by LAs of performance against LAA/MAA targets including road safety and congestion
- Monitoring performance of partnerships

ETM:

- Local Authority/PTE usage for capital scheme design and monitoring impacts of schemes
- Reporting on performance by PTEs against Bus Strategy/LTP targets/Best Value Indicators/LAA's (this may include commercial data disaggregated by route/corridor for reporting purposes or /and data expressed as indices)
- Monitoring by LAs of performance against LAA/MAA targets including road safety and congestion
- Evaluation of patronage on deregistered commercial services
- Assessment of bus patronage on existing and potential tenders
- Development of innovative partnership schemes involving risk transfer
- Monitoring performance of partnerships
- Assessing the level of inter-modal patronage/fares

Operational/performance:

- Analysis for development and monitoring of PIPs agreements
- Local Authority/PTE usage for capital scheme design and monitoring impacts of schemes
- Reporting on performance by PTEs against Bus Strategy/LTP targets/Best Value Indicators
- Monitoring by LAs of performance against LAA/MAA targets including road safety and congestion
- Monitoring performance of partnerships

Contract compliance:

- Monitoring of compliance with contract conditions

Financial:

- Local Authority/PTE usage for capital scheme design and monitoring impacts of schemes
- Monitoring performance of partnerships
- Development of innovative partnership schemes involving risk transfer
- Capital/revenue grants to operators including Kickstart

Research:

- Beneficial exchange of information to help both organisations meet objectives including from PTE data such as Planning Applications, Road Safety statistics and corridor counts for modal split.

Protocol

- Decide at local level what data to share
- Decide at local level how data is delivered (For instance, in some instances such as real time aggregated data it would be helpful to allow PTEs and LAs to have continuous access to data sets for scenario testing and post scheme monitoring rather than provide data on request)
- Protect data with a confidentiality agreement with the emphasis on bus company disclosure

Potential next steps

Development of a template data sharing agreement

Template confidentiality agreement

Monitoring

Process

Monitoring in partnership agreements is likely to include the following aspects, detail by local agreement:

- Define the objectives of the scheme
- Choose measures to be monitored relevant to objectives
- Set a baseline position to monitor against
- Define deliverables/targets/milestones/trajectory

- Agree how performance should be monitored and sharing of funding
- Adopt a process of review to ensure monitoring is continuously relevant
- Agree a process to modify monitoring/targets – a living document
- Agree a provision to set aside standards/monitoring in case of force majeure
- Agree procedure if targets are not being met, potentially a legal agreement, mitigation plan, escalation procedures and/or independent arbitration

Recommendations

- Monitor from existing data collection provision if possible, rather than create new bureaucratic processes
- Utilise new more efficient sources of data such as smartcards and/or real time
- Monitor in a form that is acceptable to all parties
- Protect commercially sensitive data via a data sharing agreement including a protocol on Traffic Commissioners
- Recognise, with reference to public accountability, where monitoring will need to be reported in public forums
- Use standard reporting periods
- Consider seasonal variations

Potential next steps

Agree any interfaces with Passenger Focus and how monitoring will be reported.

Punctuality and reliability

Objectives

Both operators and PTEs share common objectives:

- Aspire to work together in PIPs agreements particularly on congestion corridors (where bonus funding is available)
- Aspire to 99.5% of services operating and 95% of services on time (within the window) in line with the aspirations of the Traffic Commissioners
- Recognise that achievement of this aspirational objective:
 - has to take into account the current level of reliability and punctuality
 - has to set realistic milestones towards the aspirational targets
 - Has to recognise the role of third parties in delivering these milestones
 - Has to recognise the impact on the customer (especially where an option of extending running times is considered to meet punctuality targets rather than journey time savings)

Process

Agreements are likely to include items such as:

- Identify each partners contribution towards achieving the target
- Allocate responsibility for targets and be clear on who is delivering what
- Identify how targets should be monitored (see above)
- Identify what happens if parties fail to deliver, potentially a legal agreement, mitigation plan, escalation procedures and/or independent arbitration
- Identify how often targets should be revisited (ensuring that sufficient time is taken between reviews to ensure robust data)
- Identify a process for revising/modifying targets including force majeure
- Identify, in PIPS, what data is published and in what form
- Identify circumstances under which an exceptional review can be triggered
- Identify how public consultation will be undertaken as part of the review process of the PIP and how funded

Next steps

Collate existing PIPs agreements and circulate to identify best practice.

Annex 1 – Model Data Sharing Agreement

DATA SHARING AGREEMENT

Operator X

and

Local Authority Y

Data Sharing Agreement

THIS AGREEMENT made as of the Insert day hereof Insert month here200[], by and between:

Operator	
Authority	

1. Definitions

In this Agreement, except where the context otherwise requires:

"Bus" means a bus or coach belonging to <<Insert Operator Name>> and used by it in the course of its business for the carriage of passengers, and "Buses" shall be construed accordingly;

"Confidential Information" means the <<Insert Operator Name>> Confidential Information and the Authority Confidential Information;

"Authority" means []

"Authority Confidential Information" means all data and information supplied by the Authority to <<Insert Operator Name>> or the supply of which is procured by <<Insert Operator Name>> from the Authority whether in the form of written and/or printed documents (including facsimile transmissions), oral communications, data stored on magnetic or electronic media or data communicated over communication lines, but does not include:

- information which is or which subsequently becomes within the public domain other than by reason of a breach of this Agreement by <<Insert Operator Name>>;
- information which <<Insert Operator Name>> can reasonably demonstrate was known by it, under no obligation of confidence, prior to its receipt of such information; or
- information which becomes otherwise lawfully available to <<Insert Operator Name>> other than as a result of a breach of any duty of confidence to the Authority;

- the Authority Data set out in Schedule 1;

"Effective Date" means the date referred to in Clause 3.1;

"Review Meeting" has the meaning given in clause 6.1;

" <<Insert Operator Name>>" means <<Insert Operator Name>> and any of its subsidiary companies within the UK;

" <<Insert Operator Name>> Confidential Information" means all data and information supplied by <<Insert Operator Name>> to the Authority or the supply of which is procured by the Authority from <<Insert Operator Name>>, whether in the form of written and/or printed documents (including facsimile transmissions), oral communications, data stored on magnetic or electronic media or data communicated over communication lines, but does not include:

- information which is or which subsequently becomes within the public domain other than by reason of a breach of this Agreement by the Authority;
- information which the Authority can reasonably demonstrate was known by it, under no obligation of confidence, prior to its receipt of such information; or
- information which becomes otherwise lawfully available to the Authority other than as a result of a breach of any duty of confidence owed to <<Insert Operator Name>>;
- the <<Insert Operator Name>> Data set out in Schedule 1;

As used in this Agreement:

- the masculine includes the feminine and the neuter; and
- the singular includes the plural and vice versa.

Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

References to Clauses and Schedules are unless otherwise provided references to clauses of and schedules to this Agreement. The Schedules form part of the terms and conditions of this Agreement.

2. Background

The purpose of this Agreement is to set out the rights and obligations of the Parties in respect of the sharing of Confidential Information.

3 Agreement Period

3.1 Effective Date

This Agreement shall take effect from <<insert date>> [].

3.2 Termination

This Agreement shall terminate on the earlier of:

- The expiry of [] written notice given by either Party to the other;
- the service by either Party on the other of an appropriate notice on the happening of any of the events referred to in sub-clause 3.3 below; or
- at any time by mutual written consent.

3.3 Termination for breach

This Agreement may be terminated immediately by either Party by notice in writing served on the other Party where the other Party:

- is in material or continuing breach of any of its obligations under this Agreement and fails to remedy the breach (if capable of remedy) for a period of [] after written notice to do so is served on the Party in default by the other; or
- if either Party becomes insolvent or any proceedings shall be commenced by or against the Party under any bankruptcy, insolvency or similar laws.

3.4 Variation

No addition to, or modification of, any provision of this Agreement shall be binding on any Party unless made in writing and signed by duly authorised representatives of all Parties.

3.5 Continuation of Rights

Termination or variation of this Agreement shall not prejudice the rights of either Party which may have arisen on or before the date of such termination or variation.

4. Effects of Termination

Upon termination of this Agreement for any reason whatsoever each Party shall, within [] of the effective date of termination, return all documentation, statements and other materials (and all copies thereof) provided to the other Party under or in connection with performance of this Agreement and which contains Confidential Information of the other Party. If requested each Party shall certify in writing that it has fully complied in all respects with this provision after the return of such documentation.

5. Intellectual Property

In consideration of the rights granted to it pursuant to this Agreement, the Authority acknowledges that all intellectual and industrial property rights in any images, data or other items or information received from <<Insert Operator Name>> shall belong to <<Insert Operator Name>>.

<<Insert Operator Name>> hereby grants to the Authority a royalty-free, revocable licence, to use or permit the use of, any images, data or other items or information produced or received from <<Insert Operator Name>> for the purposes set out in

Schedule 1, and from time to time agreed and included in Schedule 1, PROVIDED THAT the Authority shall not use or permit the use of such images, data or other items or information without the prior written agreement of <<Insert Operator Name>> where such use may:

- reasonably be considered to be detrimental to the business interests of <<Insert Operator Name>>, or
- is by a person who may reasonably be considered to be a business competitor of <<Insert Operator Name>>,

or where use is for financial gain.

The Authority will notify <<Insert Operator Name>> promptly of any data supplied to them voluntarily by <<Insert Operator Name>> that does not fall within that set out within Schedule 1, and agree that all such data will fall outside the scope of the licence specified in this clause 5. The Authority will not use such data for any purpose other than in accordance with the prior written consent of <<Insert Operator Name>> and will on the request of <<Insert Operator Name>> return all copies of such data in its possession to <<Insert Operator Name>>.

The obligations in this clause 5 will continue for 6 months beyond the duration of this Agreement.

6. Review

Provision of Review

The terms of this Agreement shall be reviewed in accordance with the following sub-clauses.

6.1 Review Meetings

Reviews shall be carried out by way of a meeting between the Parties (the Review Meeting) who shall be obliged to attend such meeting. The Parties will each nominate a designated person to represent them, attend the Review Meeting and correspond between the parties on matters pertaining to the Review .

6.2 Timing of Reviews

Reviews shall be carried out at regular intervals of [] during the currency of this Agreement; and at such other times as are required by either Party on giving reasonable written notice to the other.

6.3 Subjects for Review

Each Party must submit to the other details of those matters that it requires to be discussed at the appropriate Review Meeting in writing at least two weeks prior to the date of such meeting. The Parties may agree to vary the types of information to which this Agreement relates and the purposes for which it may be used and in which event Schedule One will be amended accordingly and this Agreement continue otherwise in full force and effect.

6.4 Outstanding Matters

If any outstanding matters referred to in a Review cannot be settled to the satisfaction of both Parties, either Party may refer such outstanding matter for dispute resolution in accordance with the terms of clause 9.5 below.

7. Confidentiality

Each Party undertakes with the other:

- to keep all Confidential Information belonging to the other Party (including all portions and copies) secret and confidential in the same manner as its own Confidential Information;
- not, without the written consent of the other Party, to disclose or reveal Confidential Information (or any portion or copy) to any person other than to such officers or employees or sub-contractors to whom it is necessary to reveal such information for the furtherance of this Agreement;
- not to use Confidential Information (or any portion or copy) other than in the furtherance of this Agreement;
- not to make any copies of any document, drawing, facsimile transmission or any magnetic or electronic medium upon which Confidential Information is stored or comprising or containing (in whole or in part) any Confidential Information without the prior written consent of the disclosing Party;
- to ensure that any Confidential Information received by it will be at all times within its possession or under its control;
- on termination of this Agreement, to return to the disclosing Party all documents and any data stored on magnetic or electronic media (including copies) which contain Confidential Information; and
- to ensure that all employees including those of any other authority which the Parties have agreed in writing shall have access to Confidential Information or subcontractors who may gain access to Confidential Information are informed of the confidential nature of that information and are contractually bound to safeguard that confidentiality on the same terms as this Agreement.

8. Freedom of Information Act 2000

No term of this Agreement, whether express or implied, shall preclude the Authority from making public under the Freedom of Information Act 2000 (the '2000 Act') details of any matters relating to this Agreement, unless such details constitute a trade secret; the disclosure of such details would or would be likely to prejudice substantially the commercial interest of any person (including, but not limited to, <<Insert Operator Name>> or the Authority); or such details fall within such other exemption as may be applicable under the 2000 Act.

The Authority shall inform <<Insert Operator Name>> of any request for information as soon as reasonably possible after the request is received and <<Insert Operator Name>> will have a period of 10 working days to provide written or oral representations relating to the subject matter of this Agreement. The Authority shall take into consideration all oral and written representations made by <<Insert Operator Name>> to the Authority in deciding whether to make a

disclosure and the ultimate decision in respect of the disclosure of the information rests solely with the Authority.

9. General

9.1 Limitation of Liability

The entire liability and responsibility for any and all claims, damages or losses arising from this Agreement for either Party SHALL not exceed [] pounds in any calendar year. Notwithstanding any provision contained herein, neither Party shall be liable for any indirect, consequential, special, incidental or contingent damages or expenses, whether in contract, tort (including negligence) or otherwise, arising in any way out of this Agreement.

9.2 Force Majeure

Neither Party will be liable for any delays or failures to perform its respective obligations under this Agreement which are due to circumstances beyond its reasonable control (including for the avoidance of doubt but without limitation, fire, flood, explosions, electrical failures, acts of God, civil disorder or industrial action, acts or omissions of either Party). Each Party will inform the other Party immediately if its performance becomes impossible due to a reason falling within this clause [].

9.3 Waiver

No delay, neglect or forbearance on the part of either Party in enforcing against the other any provision of this Agreement shall be or be deemed to be a waiver or in any way prejudice the rights of that Party under this Agreement.

9.4 Entire Agreement

This Agreement is made in good faith and contains all statements and representations upon which the Parties have relied in entering into it. This acknowledgement shall not apply to any misrepresentations and/or breaches of warranty which constitute fraud.

9.5 Dispute Resolution and Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England and Wales. In the event of a dispute between the Parties with respect to the Agreement which dispute cannot be settled following good faith efforts by the Parties, the Parties agree to attempt to resolve said dispute by way of high level negotiations. If such negotiations are unsuccessful, the Parties agree to consider mediation using the services provided by an appropriate forum or body for dispute resolution though nothing in this Agreement shall oblige either Party to enter into such mediation.

9.6 Notices

All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out below or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Notice may be delivered personally or by first class pre-paid letter or facsimile transmission or by email using the numbers and addresses notified to the other Party from time to time and shall be deemed to have been served if by hand when delivered, if by first class post 48 hours after posting and, if by facsimile transmission, when despatched, if by email, when received provided that if faxes or emails are dispatched or received outside the hours of 9am and 4:30pm on a working day they shall be deemed to be served on the next working day.

Addresses for the service of notices are as set out at the head of this Agreement.

IN WITNESS WHEREOF, this Agreement has been signed by duly authorised officers of <<Insert Operator Name>> and The Authority.

<<OPERATOR NAME>>

<<Local Authority Name>>

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

DATA SHARING AGREEMENT

SCHEDULE ONE (amend as necessary)

<<Insert Operator Name>> Data

Operator Data	Permitted Use
Service timetable to bus stop level detail	<ul style="list-style-type: none"> • Provide real time predictions “on street”, at other specific locations and the web, WAP and by text • Composition of timetables including stop specific • Provide Bus priority at signal controlled

	<ul style="list-style-type: none"> junctions/crossings. Capital and/or bus priority scheme design and monitoring impact of schemes Measure punctuality of service delivery Transport modelling
Vehicle Position Data	<ul style="list-style-type: none"> Provide real time predictions “on street”, at other specific locations and the web, WAP and by text Provide Bus priority at agreed signal controlled junctions/crossings. Capital and/or bus priority scheme design and monitoring impact of schemes Measure punctuality of service delivery
Vehicle Loading	<ul style="list-style-type: none"> Provide Bus priority at agreed signal controlled junctions/crossings. Capital and/or bus priority scheme design and monitoring impact of schemes
Bus Punctuality Data	<ul style="list-style-type: none"> Identifying locations and causes of bus delays in furtherance of a Punctuality Improvement Partnership. Capital and/or bus priority scheme design and monitoring impact of schemes Measure overall punctuality of service delivery Provide bus priority at signal controlled junctions/crossings
Lost Bus Mileage Data	<ul style="list-style-type: none"> Identifying locations and causes of bus delays in furtherance of a Bus Punctuality Improvement Partnership. Capital and/or bus priority scheme design and monitoring impact of schemes Measure performance against agreed standards of service delivery Informing users of service cancellations or part cancellations
Passenger Boarding/Alighting Data	<ul style="list-style-type: none"> Identifying locations and causes of bus delays in furtherance of a Bus Punctuality Improvement Partnership. Capital and/or bus priority scheme design and monitoring impact of schemes
Aggregated real time data	<ul style="list-style-type: none"> Developing and monitoring of PIP agreements Capital and/or bus priority scheme design and monitoring impact of schemes Reporting on performance against Bus Strategy/LTP targets/Best Value Indicators Monitoring of performance against LAA/MAA targets including road safety and congestion

	<ul style="list-style-type: none"> Monitoring performance in partnership agreements
Electronic ticket machine data (including location data)	<ul style="list-style-type: none"> Local Authority/PTE usage for capital scheme design and monitoring impacts of schemes Reporting on performance by PTEs against Bus Strategy/LTP targets/Best Value Indicators/LAA's (this may include commercial data disaggregated by route/corridor for reporting purposes or /and data expressed as indices) Monitoring by LAs of performance against LAA/MAA targets including road safety and congestion Capital and/or bus priority scheme design and monitoring impact of schemes Evaluation of patronage on deregistered commercial services Assessment of bus patronage on existing and potential tenders Development of innovative partnership schemes involving risk transfer Monitoring performance of partnerships Assessing inter-modal patronage Assessing patronage by passenger type Other public transport modelling purposes
Operational/performance data	<ul style="list-style-type: none"> Analysis for development and monitoring of PIPs agreements Local Authority/PTE usage for capital scheme design and monitoring impacts of schemes Reporting on performance by PTEs against Bus Strategy/LTP targets/Best Value Indicators Capital and/or bus priority scheme design and monitoring impact of schemes Monitoring by LAs of performance against LAA/MAA targets including road safety and congestion Monitoring performance of partnerships
Contract compliance data	<ul style="list-style-type: none"> Monitoring of compliance with contract conditions
Prescribed financial data	<ul style="list-style-type: none"> Local Authority/PTE usage for capital scheme design and monitoring impacts of schemes Monitoring performance of partnerships Development of innovative partnership schemes involving risk transfer Capital/revenue grants to operators

	<p>including Kickstart</p> <ul style="list-style-type: none"> • Capital and/or bus priority scheme design and monitoring impact of schemes • For the analysis of survey data for the determination of prepaid/concessionary fares distribution
Research data including market research	<ul style="list-style-type: none"> • Beneficial exchange of information to help organisations meet objectives • Scheme development • Capital and/or bus priority scheme design and monitoring impact of schemes
Complaints and correspondence data	<ul style="list-style-type: none"> • Service design and route planning • Monitoring performance of partnerships • Capital and/or bus priority scheme design and monitoring impact of schemes • Analysis of areas of concern and development of joint action plans
Fare tables	<ul style="list-style-type: none"> • Informing customers of fares • Calculation of concessionary reimbursement • Complaints handling

<<Insert Authority>> Data

Authority Data	Permitted Use
Geo-coded Bus Stop data	<ul style="list-style-type: none"> • Preparation of schedules. • Identification of traffic flow issues • Preparation of service information • Route planning • Route learning
OS Oscar Map data (subject to appropriate licensing arrangements being applicable)	<ul style="list-style-type: none"> • Preparation of schedules. • Identification of traffic flow issues • Preparation of service information • Route planning • Route learning
Mapping outputs including socio demographic mapping	<ul style="list-style-type: none"> • Preparation of schedules. • Identification of traffic flow issues • Preparation of service information • Route planning • Route learning
Traffic Delay and Traffic Flow Data	<ul style="list-style-type: none"> • Identifying locations and causes of bus delays • Identification of opportunities for additional bus priority • Service planning
Traffic modal share surveys	<ul style="list-style-type: none"> • Identification of modal split in scheme development and monitoring
Traffic Signal Programme Data	<ul style="list-style-type: none"> • Identifying locations and causes of bus delays • Identification of opportunities for additional bus priority
Parking violations and enforcement Data	<ul style="list-style-type: none"> • Identifying locations and causes of bus delays • Identification of opportunities for measures to improve predictability of bus journey times • Service planning
Road Works Management Data	<ul style="list-style-type: none"> • Identifying locations and causes of bus delays • Identification of opportunities for measures to improve predictability of bus journey times
Journey to Work data	<ul style="list-style-type: none"> • Service design • Network scheme development
Research data including market research	<ul style="list-style-type: none"> • Beneficial exchange of information to help organisations meet objectives

	<ul style="list-style-type: none"> • Scheme development
Prescribed financial data	<ul style="list-style-type: none"> • Monitoring performance of partnerships • Development of innovative partnership schemes involving risk transfer • Capital/revenue grants to operators including Kickstart
Concessionary fares data	<ul style="list-style-type: none"> • Business planning purposes • Assessing impact of partnership schemes • Scheme development
Performance monitoring data	<ul style="list-style-type: none"> • Service design and route planning • Scheduling • Assessing impact of partnership schemes • Scheme development
Complaints and correspondence data	<ul style="list-style-type: none"> • Service design and route planning • Scheduling • Assessing impact of partnership schemes • Scheme development
Multi-operator ticket scheme sales	<ul style="list-style-type: none"> • Business planning purposes • Service design • Assessing impact of partnership schemes • Scheme development
Strategies	<ul style="list-style-type: none"> • Business planning purposes • Service design • Network design
Outputs from models	<ul style="list-style-type: none"> • Business planning purposes • Service design • Network design
Road works planned programmes	<ul style="list-style-type: none"> • Service design and route planning • Scheduling • Identification of opportunities for measures to improve predictability of bus journey times • Identification of traffic flow issues • Preparation of service information • Route learning
Works planned by statutory undertakings	<ul style="list-style-type: none"> • Service design and route planning • Scheduling • Identification of opportunities for measures to improve predictability of bus journey times • Preparation of service information

	<ul style="list-style-type: none">• Route learning
Funding bids	<ul style="list-style-type: none">• Business planning purposes• Service design