

Memorandum of Understanding

The parties

The **RAIL SAFETY AND STANDARDS BOARD** represented by its Chief Executive Officer and hereinafter referred to as "**RSSB**";

The **OFFICE OF RAIL AND ROAD**, represented by its Chief Executive Officer, hereinafter referred to as "**ORR**".

Purpose

ORR and RSSB share common objectives in providing a better, safer railway. There is a well-established close working relationship between the organisations with many examples of mutual co-operation. This MoU seeks to strengthen the cooperation across a range of areas, for example activities relating to the digital railway¹.

Scope

This MoU specifies a means for cooperation between RSSB and ORR in working to deliver their shared common objectives.

In particular, RSSB and ORR are seeking to establish a process for the reciprocal sharing of resources between our organisations.

The scope of this MoU will be limited to the areas of competence of RSSB on one hand and the areas of competence of ORR on the other.

The MoU will cover a range of areas, including but not limited to:

- Software and compatibility issues relating to Digital Railway
- Cybersecurity
- Signalling (ETCS & ERTMS)
- Telecoms
- Rail vehicle engineering
- Interoperability
- Standards and policy

¹ Digital railway includes, but is not limited to, activities undertaken by Network Rail as part of its 'Digital Railway Programme'

Co-operation

Without prejudice to their respective applicable legal frameworks and any matters requiring confidentiality for either side, the two parties should cooperate with the aim of establishing a regular exchange of information.

To this end:

RSSB should inform ORR of:

- › RSSB's high-level work programme
- › ORR activities in which RSSB has an interest;
- › any RSSB activity that might relate to the above activities

ORR should inform RSSB of:

- › ORR's high-level work programme
- › the RSSB activities in which ORR has an interest;
- › any ORR activity that might relate to the above activities

Each party should provide the other side with a contact point or a list of contact persons (with contact details and main area of activity) shortly after signature of this MoU.

Regular joint meetings will be organised between RSSB and ORR. At the invitation or the request of either party, joint meetings should be held to discuss subjects of mutual interest covered by the present MoU. The joint meetings should enable the exchange of appropriate information.

RSSB and ORR may include in the scope of the joint meetings any developments within their respective organisations within the scope of the MoU that could be of mutual interest.

Each party shall bear its own costs for organising and participating in such meetings.

Process for arranging secondments

ORR and RSSB may identify from time to time areas of specialism in which secondment of staff between the organisations may be beneficial (e.g. in relation to key processes such as conducting technical authorisations). In such cases the parties will provide training to each other's staff in order to support any secondments. The party providing the training will bear the costs unless explicitly agreed otherwise.

In the event that either party identifies a need for a short-term secondment which falls within the remit of this MOU, they shall engage with the appropriate identified contact.

Secondments shall be agreed between both parties and signed off at Director level within each organisation.

There is no obligation by either party to fulfil a request.

Process for providing services

ORR intends to procure a framework agreement for services in the areas specified in this MoU. Such agreement shall be tendered in accordance with public procurement requirements.

Conflicts of Interest

Nothing in this MoU shall adversely affect any legal or commercial obligations on either side.

In the context of activity within the scope of this MoU, should a potential conflict of interest be identified by either party, that party will make it known to the other party.

General

Each party should bear its own costs resulting from cooperation under this MoU, unless otherwise mutually agreed in writing.

Any dispute about the interpretation or implementation of this MoU should be resolved through consultation between the parties.

This MoU does not create any right or obligation under law and must not in any case be interpreted as a binding agreement. It does not include any transfer of intellectual property rights. Both parties agree to restrict wider sharing of information beyond the signatories to the MoU without written approval of the other party.

This MoU may be amended at any time by the mutual written consent of the parties.

This MoU will take effect on the date of signature by the parties. This MoU will remain in force for two (2) years from the date of signature, and may be renewed, by mutual MoU of the parties, for a further period of five (5) years. Either RSSB or the ORR, may terminate this MoU at any time by notifying the other party in writing. Termination of this MoU will take effect six months following the date of notification.

Done in duplicate at 25 Cabot Square, London this 2nd of December 2019



Mark Phillips

Chief Executive Officer
RSSB



John Larkinson

Chief Executive Officer
ORR