

Call for innovations that contribute to dust-free tracks!



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1. Introduction

1.1 ProRail

ProRail is responsible for the rail network in the Netherlands: its construction, maintenance, management and safety. Every day, round the clock, employees ensure that 1,200,000 passengers and 100,000 tonnes of goods reach their destination, carried on 6,550 trains using over 7,000 kilometres of track. The railway network is rightly called the beating heart of the mobile Netherlands. ProRail distributes the capacity on the rails, regulates all train traffic, builds and manages stations and lays new track. ProRail also maintains existing infrastructure such as track, switches, signals, level crossings and noise barriers. See also www.prorail.nl.

For ProRail, innovation is an essential ingredient in fulfilling its high ambitions and improving the accessibility of the Netherlands in a sustainable and affordable manner. The need for mobility is growing. ProRail therefore needs to further expand the capacity of the already heavily used network. New technologies and developments present new opportunities in this respect. To be prepared for the future, ProRail is focusing on three ambitions:

- ProRail **connects**: more mobility
- ProRail **improves**: more reliable mobility
- ProRail **enhances energy efficiency**: more sustainable mobility

ProRail cannot innovate alone. To realise its ambitions for the future, ProRail works with market parties and others on innovations: from the first idea to its ultimate application.

1.2 Overview

This is a call for innovations that contribute to dust-free tracks. ProRail is looking for innovative solutions to further reduce or ultimately completely eliminate the release of inhalable and respirable dust. One of the possible solutions is the application of additives to the railway ballast, but ProRail is certainly also looking for innovations in other areas that contribute to making the Dutch railways dust free.

This document describes the process by which ProRail challenges and facilitates parties in developing and validating their innovations. Chapter 2 describes the innovation issue in detail, such as the goals of the innovation call and the functional requirements that a submitted innovation must satisfy. The approach, including the financial contribution from ProRail, is explained in chapter 3. Chapter 4 describes the steps to be taken in each phase of the procedure, the documents to be submitted by the parties and the manner in which all submitted documents will be assessed by ProRail. Chapter 5 contains the planning and chapter 6 is an overview of the appendices.

2. The innovation issue

2.1 Background

The total Dutch railway network is approximately 7,000 kilometres long and most of it has ballast stones under the rails. These stones - called ballast - provide stability, dampen vibrations and help drain off excess rainwater. The Netherlands needs about 500,000 tonnes of ballast per year for track renewal and/or replacement. ProRail currently obtains the ballast mainly from stone quarries in Belgium and Norway.

The process that this railway ballast undergoes from being mined in the quarries to being laid in the Dutch railway looks approximately as follows:



Transporting and processing these stones always produces (building) dust. Some particles are so small that they can cause health problems when inhaled. High concentrations of this so-called respirable dust and long-term exposure can cause serious lung problems.

Quartz dust (crystalline silica) may be part of this respirable dust. At present, the Dutch railways mainly use ballast containing quartz. Quartz is one of the most common minerals in the earth's crust. Both sand and granite consist largely of quartz. Respirable quartz dust can be carcinogenic. The dust from quartz-containing ballast thus constitutes a specific risk of serious health problems when processing quartz-containing ballast. This is why ProRail considers it extremely important that all dust generated during ballast work be prevented as much as possible, or remain below the limit values for responsible exposure.

As principal and employer in the railway industry, ProRail wants to facilitate healthy and safe working conditions. Together with the railway industry, all kinds of measures have therefore been introduced in recent years to reduce the risk of dust exposure. Dust formation is limited by keeping ballast wet and exposure to the dust is currently limited by the mandatory use of dust masks, machines with overpressure cabins and filters that keep the dust out, etc.

To do even more, in order to guarantee the health of the railway workers, ProRail is calling on the market to contribute ideas in this respect! In other words, ProRail is looking for innovative solutions to reduce or eliminate dust even further.

2.2 Goals

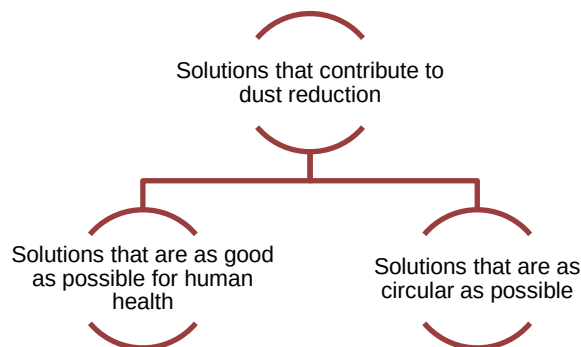
ProRail's ambition is to protect rail workers from exposure to inhalable and respirable dust. **The main goal of this innovation call is to find innovative solutions that further reduce or ultimately completely eliminate the release of inhalable and respirable dust.**

With this call, ProRail wants to ensure that there are tested solutions available that can be repeatedly applied in ProRail projects.

As one of the solutions, ProRail is considering the application of additives to ballast to prevent the generation of dust as much as possible. What additives are available or can be developed to prevent or even reduce to zero the dust currently generated during the production and handling of ballast?

ProRail is also open to innovations in other areas that can help reduce the release of inhalable and respirable dust.

The main goal of the innovation call is therefore to find solutions that contribute to dust reduction. There are also two sub-goals, which are listed below:



This means that ProRail is looking for innovative solutions that contribute to improving human health as much as possible. The more a solution reduces or eliminates the release of inhalable and respirable dust, the higher ProRail's rating will be.

The solutions submitted must also be as circular as possible. In this context, *circular* means that all materials can be used as raw materials for new products. In other words, no waste may be created. Innovations that result in waste are valued the least. The innovations that are fully circular are rated the best.

2.3 Functional requirements

ProRail is looking for innovative solutions that satisfy at least the following **functional requirements**:

- The integrity of the stone must be maintained, i.e. all characteristic properties of the stone must remain unchanged (hardness, resistance to frost-thaw, water absorption, etc.).
- The innovation must not enter into any form of reaction with the stone (the stone contains many chemical elements that could react (chemically) with other substances),
- The innovation must fully comply with the precautionary principle in the Environmental Management Act and the duty of care in the Soil Protection Act (as of 1 July 2022: the Environment and Planning Act).
- The innovation must not have any negative effect on the ballast bed's functions: supporting the track, drainage, transferring forces on the track to the substructure and damping.
- The innovation must not have any negative effect on the track structures in the ballast (e.g. deterioration of steel, cables (sheathing), deterioration of wooden, concrete or plastic sleepers, electrical conductors, etc.).
- The innovation must not constitute or add to a work-related hygiene problem, i.e. human health must not be adversely affected.
- The innovation must contribute to the reusability of the ballast, because ProRail's ambition is 100% circular.

The above functional requirements are those that ProRail currently has in view. In addition, the possible consequences of the submitted innovation proposals will become clear during the procedure. For this reason, ProRail may also determine other functional requirements along the way, which are not yet identified here. If this is the case, ProRail will communicate this clearly and in a timely manner.

3. The approach

This chapter first describes what the registration phase looks like. The 4 phases of the procedure are then briefly outlined. Finally, this chapter explains the investment budget ProRail is making available and the extent to which this budget determines the number of parties that can be admitted to the various phases of the procedure with their submitted innovation proposal.

3.1 Registration phase

3.1.1 Starting information session

After publication of the call, ProRail will organise an information session for all interested parties on 24 March 2022. During this meeting, ProRail will discuss with those present the task that it faces and the innovation issue in which it would like to involve the market. It will also explain the steps involved in the procedure set up for this innovation call and there will be an opportunity to ask questions.

Interested parties must register for the information session. The information session is not mandatory. Parties must **register** until 21 March 2022 at the latest via stofloosspoor@prorail.nl.

Documents or presentations that are shown or provided and a report of the session become part of the dossier of this innovation call after the session.

3.1.2 Question and Answer

All parties can ask ProRail questions about both the content and the procedure during the registration phase. Questions must be phrased clearly and unambiguously with a reference to the section of the dossier to which the question relates. In order to facilitate the asking and answering of questions, parties are requested to use the questionnaire format as included in Appendix 1.

ProRail will answer the questions received in writing in a pdf document and share this document simultaneously with all interested parties. This makes the questions asked and their answers part of the dossier. Parties can take the information gained from this into account when submitting their project proposals.

If a question or the answer to it is of a commercially confidential nature, a party may make a reasoned request for the question to be treated as confidential. If ProRail recognises the commercial confidentiality, the question will only be answered to that party and will not be shared with the other parties via the dossier.

Questions must be submitted in accordance with the format in Appendix 1 via stofloosspoor@prorail.nl. The deadline for submitting questions is included in the planning table in chapter 5.

3.2 Procedure

With this innovation call, ProRail asks parties to share their innovative solutions to reduce or eliminate exposure to inhalable and respirable dust. With the procedure set up, ProRail is facilitating these parties in researching, developing and testing their innovations so that they can contribute to solving the problems referred to.

The market introduction and upscaling of solutions (read: purchasing) is not part of the procedure of this innovation call. It goes without saying that ProRail aims to make repeated use of tested innovations that satisfy the stipulated objectives and functional requirements in track projects, for example through the amendment of existing regulations and/or drawing up new regulations for release. However, it is ultimately the contractors (executing parties) who must 'purchase' the solution, ProRail does not do this itself. However, ProRail, as client and employer, attaches great importance to creating the preconditions for employees and contractors to work healthily and safely on the railways. That is why ProRail is also taking the initiative for this innovation call.

In consultation with the cooperation partners, ProRail will share the results of the procedure market-wide afterwards, so that the innovative solutions that have been developed and have also successfully passed the test phases can be publicised. Cooperation partners will be involved in this and explicitly agree to the publication of the results of the procedure, whereby sensitive intellectual property information will not be shared.

The procedure set up consists of four phases, with a go/no-go moment at the end of each phase.

- Phase 1: Selection phase.
- Phase 2: Research phase
- Phase 3: Development and testing phase
 - a. Laboratory test
 - b. Field test
- Phase 4: Release of innovation.

This section briefly presents the four phases. Chapter 4 explains what is expected of the participants in each phase and the assessment process that ProRail will use. Section 3.3 explains the investment budget ProRail will make available for researching, developing and testing the innovation proposals. The available investment budget determines the number of parties that will be selected to proceed to the next phase.

Phase 1: Selection phase

In phase 1, each party submits a submission form and a detailed project proposal, on the basis of which ProRail selects the parties who will be allowed to further research their submitted solution. The submission form is included in Appendix 2.

During this phase, the submitters of the project proposals provisionally assessed to be the best will be invited to present a pitch on their project proposal. The pitch should add value to the written project proposal submitted. ProRail will also have the opportunity to ask questions to the submitters at that point.

At the end of phase 1, the parties who will proceed to phase 2 will be selected. ProRail will enter into a Cooperation Agreement with these parties, as set out in Appendix 3.

That cooperation agreement also contains a provision on the handling of information. ProRail and the participating parties must treat all information shared as confidential. If the successful completion of the Call procedure necessitates that ProRail shares information that ProRail has qualified as highly confidential in nature, this can only be shared by ProRail after an additional confidentiality/non-disclosure agreement (NDA) has been concluded between ProRail and the relevant participating parties. The participating parties explicitly agree to this.

Phase 2: Research phase

During phase 2, the selected parties develop a business case and an action plan for the development and testing phase.

This will take place in cooperation with ProRail. At the beginning of this phase, the starting points for the cooperation will be developed jointly. ProRail in any case wants to organise collaboration moments (digital and/or physical) around various themes that it will fill in together with the participants. One or more employees of the cooperation partner who are closely involved in the development of the innovation should be present at the activities to be organised. ProRail also facilitates the participants by providing all the information required from ProRail to develop a good business case and action plan.

At the end of phase 2, the parties who will proceed to phase 3 will be selected. ProRail will enter into an Agreement for the development and testing phase with these parties.

Phase 3: Development and testing phase

Phase 3 is for the actual development and testing of the solutions offered. This phase has two parts, namely:

- a) The development and testing of a prototype of the solution in a **laboratory environment with simulation**, and, in the event of a successful outcome,
- b) The development and testing of a prototype of the solution in an **operational environment (field testing on track)**.

Only if the laboratory tests in phase 3a are successful will the field tests of phase 3b take place. During phases 3a and 3b, the parties must produce test reports and a refined business case.

The tests to be carried out depend, of course, on the solutions submitted. If a supplier has already gone through one or both phases of testing for its innovation proposal, in full or in part, these test reports can of course also be submitted. However, despite these reports, a field test must always be carried out in a ProRail environment.

ProRail will make external, independent expertise available for the testing phase to assess the results of the tests and, where necessary, ProRail can provide a segment of test track for phase 3b.

On the basis of the test reports and refined business cases delivered, ProRail will proceed to decision-making on amending the ProRail regulations and/or drafting new regulations.

If the tests carried out during phases 3a and 3b are assessed as positive and a positive business case is drawn up, phase 4 is started for the relevant innovation proposal.

Phase 4: Release of innovation

In the final phase, ProRail will determine, based on the test results of phase 3, whether it is necessary to start a release process for the innovative solution(s) submitted. A possible release process is not part of this procedure for an innovation call. However, the decision to start a release process can be a result of this innovation call.

It may be necessary for ProRail to amend the current regulations or develop new regulations, such as a new specification (SPC), Design Regulation (OVS), Guideline (RLN) or Installation Regulation (ISV). During phase 4, the party concerned is requested to provide all the necessary documents for such a release process.

If an innovative solution subsequently satisfies the (possibly amended) ProRail regulations, use in the railway infrastructure is possible.

3.3 Financial contribution of ProRail

By means of this call, ProRail aims to work with the market to come up with new innovative solutions for the problems identified. ProRail therefore makes an investment budget available that the parties can use in the research phase and the development and testing phase of the procedure.

The total investment budget for the innovation call amounts to €875,000 and is broken down as follows:

Phase	Investment budget
2: research phase	€ 275,000
3: development and testing phase	€ 600,000

Phase	Investment budget
Total	€ 875,000

Financial contribution for the research phase

During phase 1, each party develops a project proposal, which includes, among other things, the budget for the research phase. The project proposal must also indicate the extent to which the party itself will invest and the financial contribution required from ProRail for the research phase. The range of aspects to be worked out in the project proposal is listed in the table in section 4.1.1.

For the research phase, ProRail will make a total investment budget of €275,000 available, with ProRail contributing a maximum of €25,000 per project proposal. The parties are encouraged to request a smaller financial contribution than the maximum of €25,000.

The exact number of parties admitted to the research phase therefore depends on the financial contribution requested from ProRail for each project proposal. In concrete terms, this means that at least the eleven best rated project proposals (which satisfy all the requirements and conditions) can proceed to phase 2. If these eleven best rated project proposals require a contribution from ProRail of less than €25,000, there may be scope to admit more than eleven parties to phase 2 as long as this is possible within the total investment budget of €275,000.

Suppose ProRail receives fifteen project proposals. The eleven best project proposals require a total budget of €265,000. This means that €10,000 is left over from ProRail's available investment budget. If the party that ended up in twelfth place has stated a budget of €10,000 in its project proposal, ProRail can admit this party to the research phase.

However, if this party has indicated a budget of €12,500 in its project proposal, it cannot be admitted to the research phase, because the total investment budget would be exceeded in that case. In that situation, ProRail cannot enter into negotiations with number twelve regarding the required budget. ProRail also cannot approach number thirteen in the ranking if it has provided a budget of €10,000.

Financial contribution for the development and testing phase

During phase 2, each party develops a testing action plan, which includes, among other things, the budget for the testing phase. The testing action plan must also indicate the extent to which the party itself will invest and the financial contribution required from ProRail for the development and testing phase. The range of aspects to be worked out in the testing action plan is listed in the table in section 4.2.1.

For the development and testing phase, ProRail will make a total investment budget of €600,000 available, with ProRail contributing a maximum of €75,000 per innovation proposal. The amount of €75,000 is the maximum amount that ProRail will contribute for phase 3a (laboratory tests) and 3b (field tests) together. The parties are encouraged to request a smaller financial contribution than the maximum of € 75,000.

The exact number of parties admitted to the development and testing phase therefore depends on the financial contribution requested from ProRail for each innovation proposal. In concrete terms, this means that at least the eight best rated innovation proposals can proceed to phase 3. If these eight best rated innovation proposals require a contribution from ProRail of less than €75,000, there may be scope to admit more than eight parties to phase 3 as long as this is possible within the total investment budget of €600,000. The same ground rules apply here as set out for the example given for the financial contribution for the research phase.

4. Procedure description and assessment process

This chapter explains which documents the parties must submit for each phase and the criteria and weighting factor that ProRail will use to assess them.

4.1 Phase 1 Selection phase

4.1.1 Documents to be submitted and assessment criteria

In phase 1, the parties submit a submission form and a project proposal¹ for their innovative solution. The table below shows what parties must work out in the project proposal. The project proposal does not have to be the final version of the solution, as further development of the business case is part of the next phase.

The project proposals submitted will be assessed by ProRail on the basis of the criteria and weighting factors contained in the table below. The eleven best rated project proposals are selected by ProRail for the research phase (phase 2). Section 3.3 explained that there is a possibility that more than eleven parties may proceed to phase 2, provided that this is possible within ProRail's total investment budget.

Phase	Goal	Documents to be submitted by the parties	Assessment criteria with weighting factor
1: Selection	To reach a selection of parties who will be allowed to further research their submitted solution	Submission form in accordance with the model in Appendix 2	
		Project proposal in which the following is worked out: - View on the solution: - How the innovation contributes to the issue outlined: the objectives and functional requirements stipulated (see sections 2.2 and 2.3) - Global comparison with alternative solutions - Global indication of why the solution chosen appears to be technically and economically feasible and usable for the intended users - Indication of to which operation(s) in the chain from quarry to track the innovation must be applied, and for which operation(s) the innovation will have a dust-reducing effect - Current status of the solution and the innovation needed to apply the solution on a larger scale	Impact (40%) - Degree to which the innovation contributes to solving the issue: the objectives and functional requirements stipulated (see sections 2.2 and 2.3) - Degree of distinctiveness compared to alternative solutions available in the market. - Degree of innovation: How big is the breakthrough and how many new or improved functionalities are created for the client? Action plan for working out the business case (25%) - Clarity about the (technological) starting point and phase of development - Degree to which technical and non-technical feasibility aspects are recognised - Clarity about which questions need to be answered and how to tackle this Economic Prospects (35%)

¹ These two documents together are referred to in the (draft) Cooperation Agreement as the 'Offer'.

Phase	Goal	Documents to be submitted by the parties	Assessment criteria with weighting factor
		▪ The key questions to be addressed in further developing the business case in phase 2 and how these key questions will be worked out ▪ Description of the cooperation with ProRail and any other relevant stakeholders and description of the party/parties involved in the development and marketing of the innovation and the person(s) who will participate in the call: expertise, experience and relevant references ▪ Budget for the research phase and the extent of the party's own investment and the financial contribution required from ProRail, which may not exceed the maximum of €25,000 as described in section 3.3.	▪ Degree to which the proposal shows that the entrepreneur is developing an innovation that customers will be willing to pay for ▪ The quality of the intended strategy and approach to market and apply the innovation on a large(er) scale. ▪ Degree to which the entrepreneur (or consortium) has the right knowledge, competences and resources to further develop and market the innovation

The following **requirements** are stipulated for the project proposal:

- Maximum 10 A4 -> if a proposal contains more pages than the maximum stated, the last pages of the proposal will not be assessed;
- Delivered in a generally accessible format (both PDF and MS Office, to facilitate assessment).
- Written in Dutch or English;
- SMART (Specific, Measurable, Acceptable, Realistic, Time-bound) formulation.

The phase 1 deadline for submitting the submission form and project proposal can be found in the planning table, see Chapter 5. Submission must take place via stofloosspoor@prorail.nl.

It is emphasised that the parties themselves are responsible for the completeness and accuracy of the documents they submit. An incomplete document or a document that does not meet the specified (formal) requirements or conditions can result in exclusion from further participation in the procedure.

Up to two weeks prior to the time of submission, ProRail offers parties the opportunity to submit a draft project proposal and/or submission form for checking. ProRail will check these for formal errors and draw the party's attention to this. It is explicitly not a test or a value judgement on substantive aspects of the project proposal. This opportunity to have the documents checked is to assist the parties and does not guarantee that there will be no formal errors in the documents after checking. Even after this check, the parties submitting the documents remain responsible for the completeness and correctness of the submitted documents.

4.1.2 Assessment process

Once the documents have been received, the steps below will be taken to select the parties who will be allowed to research their innovative solution (phase 2).

Step 1 - Check of completeness of the documents submitted

ProRail checks the submitted documents for completeness.

If ProRail encounters ambiguities in a document, it can request clarification. The submitter must answer ProRail's questions adequately by the deadline stipulated in the request. After the moment of submission, ProRail can only allow the submitter to correct minor non-substantive omissions, as long as this does not unduly distort competition.

Step 2 - Substantive assessment of project proposals

The project proposals submitted are then assessed according to the assessment criteria and weighting factors set out in the table in section 4.1.1.

The assessment is made by a competent and independent **assessment committee** consisting of experts in various relevant fields, such as ballast, innovation, occupational safety and the environment. It is not permitted to contact the members of the assessment committee in connection with this call.

Each member of the committee first evaluates the project proposals individually, based on its own knowledge and experience, against the three criteria: 1) impact, 2) action plan for working out the business case and 3) economic prospects. Each project proposal is scored per assessment criterion according to the assessment table below:

Assessment mark	Score
10.	Excellent: the criterion and associated requirements are fully answered and substantiated in a SMART manner. In addition, the response consists of several positive, surprising and innovative elements, as a result of which it exceeds ProRail's expectations.
8.	Good: the criterion and associated requirements are fully answered and substantiated in a SMART manner. In addition, the response consists of one positive, surprising and innovative element.
6.	Amplly satisfactory: The criterion and associated requirements are fully answered and substantiated and the response has been elaborated in an amplly satisfactory (SMART) manner.
4 ²	Satisfactory: the criterion and associated requirements have been answered and substantiated, but the response and/or substantiation is mediocre and not fully convincing.
2.	Unsatisfactory: a majority of the criterion and associated requirements have not been answered and/or the response does not tie in, or hardly ties in, with the criterion concerned.

Please note: a project proposal must achieve at least a satisfactory mark for each of the assessment criteria in order to be eligible for participation in phase 2. This means that for every assessment criterion, the project proposal must have received a score of at least 4 in the consensus assessment by the assessment committee in step 3. If a project proposal is judged by the committee to be of unsatisfactory quality according to the standards of the assessment table, the party submitting it shall not be allowed to continue participating in the procedure of this innovation call.

Step 3 - Determine provisional ranking

In step 3, the experts share their individual opinion in a plenary session and discuss the project proposals in order to reach consensus with each other on the assessment marks per criterion. Based on this, the project proposals are provisionally ranked.

Step 4 - Invite parties for a further explanation on the project proposal based on provisional ranking

² Please note that a score of 4 means a positive rating, i.e. 'satisfactory' as described in this table.

ProRail invites the twenty parties at the top of the provisional ranking to give an explanation/presentation of their project proposal. The invited parties will have a maximum of 5 minutes to pitch their project proposal, whereby they are asked to ensure that the pitch adds value to the project proposal submitted in writing. Audio-visual material may be used. ProRail will then take 10 minutes to ask the parties questions. Including the welcome and wrap-up, this explanation of the project proposal will take about 25 minutes overall. The pitch will be assessed by ProRail on the basis of the same assessment criteria as contained in the table in section 4.1.1.

Step 5 - Definitive assessment of project proposals

After the conclusion of step 4, the assessment committee meets in a plenary session to arrive at a definitive assessment per assessment criterion (see section 4.1.1) for those twenty project proposals.

Step 6 - Determine final ranking

The ranking will be finalised based on the results of the assessment and will determine which parties can proceed to phase 2: the research phase. In case of equal scores, the assessment of the criterion 'impact' is decisive. If this does not result in a distinction, a drawing of lots will take place.

For phase 2 (research phase), ProRail will make a total budget of €275,000 available, with a maximum of €25,000 per project proposal, see explanation in 3.3. This means that based on the final ranking, at least the eleven best rated project proposals will proceed to phase 2. In the event that the eleven best rated project proposals each require a contribution from ProRail of less than €25,000, more than eleven parties may be admitted to phase 2 as long as this is possible within the total investment budget of €275,000.

Step 7 - Announcement of assessment results

The final ranking of phase 1 (selection phase) will be announced to all the parties and each party will receive the final assessment result of its project proposal.

ProRail is also open to providing the parties that were not selected for phase 2 with a further verbal explanation of the scores achieved, if so desired.

The parties that are allowed to further research their submitted solution and proceed to phase 2 (research phase) will receive an invitation to do so. These parties will conclude a Cooperation Agreement with ProRail, see Appendix 3.

4.2 Phase 2 Research phase

4.2.1 Documents to be submitted and assessment criteria

Phase 2 (the research phase) consists of working out the business case and drawing up an action plan for the development and testing phase.

The table below describes the aspects that the parties must elaborate in these documents and the assessment criteria and weighting factor that ProRail will use to assess these documents. The eight best rated innovation proposals are selected by ProRail for the development and testing phase (phase 3). Section 3.3 explained that there is a possibility that more than eight parties may proceed to phase 3, provided that this is possible within ProRail's total investment budget.

Phase	Goal	Documents to be submitted by the parties	Assessment criteria with weighting factor
2: Research	To produce a detailed business case	<u>Business case</u> in which the following is worked out:	<u>Assessment criteria for the business case (70%)</u>

Phase	Goal	Documents to be submitted by the parties	Assessment criteria with weighting factor
	and testing plan, on the basis of which a selection is made of parties who will proceed to phase 3 (development and testing phase)	- The impact of the innovation on the issue - The feasibility of the innovation - The economic prospects of further marketing the innovation	Impact (40%) - Degree to which the innovation contributes to solving the issue: the objectives and functional requirements stipulated (see sections 2.2 and 2.3) - Total costs and benefits of the solution compared to (combinations of) regular solutions - Degree of innovation: how big is the breakthrough and how many new functionalities are created for clients - Degree of distinctiveness compared to alternative solutions Feasibility (25%) - Degree of clarity about the (technological) starting point, phase of development and if the innovation is structurally usable - Degree to which technical risks, uncertainties and dependencies are recognised and managed - Extent to which non-technological aspects of market introduction are recognised and controlled (user adoption and acceptance, law and regulations, standardisation and certification, knowledge protection, etc.). Economic prospects (35%) - Revenue model: the extent to which it is clear how the company will earn money with the solution - Degree to which there is a potential market and target market for the innovation - Clarity on marketing the solution, clarity on and experience with sales channel and costs of market development - Extent to which there is funding for the commercialisation phase - Degree to which the entrepreneur (or consortium) has the right competences, skills and references to further develop and market the innovation - Description of the cooperation with the implementing party/parties (contractors) and ProRail during the first application
		Testing plan in which the following is worked out: - Objective of the tests: both the laboratory test and the field test - Questions to which the participant explicitly seeks an answer - Description of how the participant will arrive at the answers to the questions posed	Assessment criteria action plan phase 3 (30%) Completeness (30%): extent to which the testing plan is sufficiently specific on the basis of the points listed in this table Clarity (30%): extent to which the testing plan is sufficiently understandable Price (40%): degree to which the submitter itself is investing and the financial contribution it is requesting from ProRail

Phase	Goal	Documents to be submitted by the parties	Assessment criteria with weighting factor
		- The risks that could arise in this context and the measures to control them - The project organisation, the allocation of tasks (including any third parties to be called in and cooperation with ProRail), phasing and the key employees involved in the project (add substantiation, e.g. short CVs) - Budget for the testing phase and the extent of the submitter's own investment and the financial contribution required from ProRail, which may not exceed the maximum of €75,000 as described in section 3.3.	

The following **requirements** are stipulated for the business case and the testing plan:

- Delivered in a generally accessible format (both PDF and MS Office, to facilitate assessment).
- Written in Dutch or English;
- SMART (Specific, Measurable, Acceptable, Realistic, Time-bound) formulation.

The phase 2 deadline for submitting the developed business case and testing plan can be found in the planning table, see Chapter 5. Submission must take place via stofloosspoor@prorail.nl.

4.2.2 Assessment process

Once the documents have been received, the three steps below will be taken to select the parties who will be allowed to develop and test their innovative solution (phase 3).

Step 1 - Substantive assessment of business case and testing plan

The business case and testing plan are assessed according to the assessment criteria and weighting factors set out in the table in section 4.2.1.

As in phase 1, the assessment is done by an assessment committee consisting of a group of experts. It is not permitted to contact the members of the assessment committee in connection with this call.

Each member of the committee first evaluates the business case individually, based on its own knowledge and experience, against the three criteria: 1) impact, 2) feasibility and 3) economic prospects and then evaluates the testing plan against the three criteria: 1) completeness, 2) clarity and 3) price.

For each assessment criterion, a score is granted according to the assessment table below:

Assessment mark	Score
10.	Excellent: the criterion and associated requirements are fully answered and substantiated in a SMART manner. In addition, the response consists of several positive, surprising and innovative elements, as a result of which it exceeds ProRail's expectations.

8.	Good: the criterion and associated requirements are fully answered and substantiated in a SMART manner. In addition, the response consists of one positive, surprising and innovative element.
6.	Amplly satisfactory: The criterion and associated requirements are fully answered and substantiated and the response has been elaborated in an amplly satisfactory (SMART) manner.
4 ³	Satisfactory: the criterion and associated requirements have been answered and substantiated, but the response and/or substantiation is mediocre and not fully convincing.
2.	Unsatisfactory: a majority of the criterion and associated requirements have not been answered and/or the response does not tie in, or hardly ties in, with the criterion concerned.

Please note: at least a satisfactory mark must be achieved for each of the assessment criteria in order to be eligible for participation in phase 3. This means that for every assessment criterion, the business case and the testing plan must have received a score of at least 4 in the consensus assessment by the assessment committee in step 2. If one of these documents is judged by the committee to be of unsatisfactory quality according to the standards of the assessment table, the party submitting it shall not be allowed to continue participating in the procedure of this innovation call.

Step 2 - Determine final ranking

In step 2, the members of the assessment committee share their individual opinion in a plenary session and discuss the business case and testing plan in order to reach consensus with each other on the assessment marks per criterion.

Based on this, the innovation proposals will be ranked definitively and it will be decided which parties are allowed to proceed to phase 3, the development and testing phase. In case of equal scores, the assessment of the criterion 'impact' is decisive. If this does not result in a distinction, a drawing of lots will take place.

For phase 3 (development and testing phase), ProRail will make a total budget of €600,000 available, with a maximum of €75,000 per innovation proposal, see the explanation for this in 3.3. This means that based on the final ranking, at least the eight best rated innovation proposals will proceed to phase 3. In the event that the eight best rated innovation proposals each require a contribution from ProRail of less than €75,000, more than eight parties may be admitted to phase 3 as long as this is possible within the total investment budget of €600,000.

Step 3 - Announcement of definitive assessment results

The final ranking of phase 2 will be announced to all the parties. Each party will also receive the final assessment result of its business case and testing plan.

ProRail is also open to providing the parties that were not selected for phase 3 with a further verbal explanation of the scores achieved, if so desired.

The parties that are allowed to further develop and test their submitted solution and therefore proceed to phase 3 will receive an invitation to do so. They will also receive substantive input from ProRail on their business case and the testing plan, which they must elaborate during phase 3. ProRail will enter into an Agreement for the development and testing phase with these parties.

³ Please note that a score of 4 means a positive rating, i.e. 'satisfactory' as described in this table.

4.3 Phase 3 Development and testing phase

4.3.1 Documents to be submitted and assessment criteria

In phase 3 (the development and testing phase), the innovative solutions are actually tested. This takes place on the basis of the testing plan prepared during phase 2. The input that the parties received from ProRail in that context must be sufficiently incorporated by the party concerned in a definitive testing plan. This definitive plan must be approved by ProRail.

During phase 3a, a prototype of the innovative solution is developed and tested in a laboratory environment using simulation tests. Only if the laboratory tests of phase 3a are successful, will phase 3b proceed. During phase 3b, the prototype is tested on the track, i.e. field tests take place.

The table below describes what aspects the parties must work out in the documents to be submitted and the criteria that ProRail will use to assess these documents.

Phase	Goal	Documents to be submitted by the parties	Assessment criteria
3: development and testing	To arrive at tested innovations	<u>Definitive testing plan</u> This is the definitive version of the testing plan (as drawn up during phase 2), in which the input provided on that by ProRail has been incorporated.	<u>Definitive testing plan</u> The input provided by ProRail after the assessment in phase 2 for the testing plan has been incorporated.
		<u>Test report phase 3a laboratory and simulations</u> In this, the test questions for phase 3a from the definitive testing plan must be answered.	<u>Test results</u> - The research questions formulated in the definitive testing plan have a dust-reducing outcome in the laboratory tests. - Due to the innovative nature of the research and increasing insight, it is possible that ProRail will want to carry out additional tests or simulations. - Based on all the test results obtained, ProRail will indicate which limit value will be applied for dust reduction. - ProRail assesses whether the innovative solution satisfies the requirements stipulated.
		<u>Test report phase 3b field testing</u> In this, the test questions for phase 3b from the definitive testing plan must be answered.	<u>Test results</u> The research questions formulated in the definitive testing plan have a dust-reducing outcome in the field test(s).

Phase	Goal	Documents to be submitted by the parties	Assessment criteria
			ProRail assesses whether the innovative solution satisfies the requirements stipulated.
		<u>Refined business case</u> In this, the questions that arose during the assessment of phase 2 and that ProRail fed back to the party must be answered.	<u>Refined business case</u> The outstanding questions in relation to the business case (which were provided to the party in the assessment of phase 2) have been sufficiently answered.

The phase 3 deadline for submitting the definitive testing plan, the test reports from phases 3a and 3b and the refined business case can be found in the planning table, see Chapter 5. Submission must take place via stofloosspoor@prorail.nl.

The tests to be carried out depend, of course, on nature of the innovative solutions submitted. If a supplier has already gone through one or both phases of testing for its innovation proposal, in full or in part, these test reports can of course also be submitted. These test reports must state the relevant authorities (contact persons) for reference. ProRail assesses whether these test reports are of sufficient quality to be admitted in part or in full. A field test in a ProRail environment still needs to be carried out.

ProRail will make external expertise available for the testing phase to assess the results of the tests and, where necessary, ProRail can provide a segment of test track for phase 3b.

The results of phases 3a and 3b (test reports) and the refined business case will be presented to ProRail.

ProRail will decide whether the innovation can be used in ProRail infrastructure and/or can be prescribed in ProRail regulations based on the test reports delivered and the refined business case.

If the tests carried out during phases 3a and 3b are assessed as positive and a positive business case is drawn up, ProRail will proceed to phase 4. In this phase, ProRail examines what is needed to be able to apply the innovation in practice, for example, by adapting guidelines and/or drawing up new regulations for release.

4.4 Phase 4 Release of innovation

ProRail and the party concerned will together make efforts to ensure that this final phase runs smoothly. To do this, it will be necessary to determine, for each solution submitted, which concrete steps will be required to implement the solution in practice. If necessary for a specific innovation proposal, a release process can be initiated. The steps to be taken make clear what documents need to be submitted and how much time the process will take. Depending on which innovative solutions reach phase 4, a certification process may need to be undergone.

Based on the test results, ProRail will determine for each innovation solution whether specific ProRail regulations need to be amended and/or created. At ProRail's request, the party concerned will provide all the necessary documents. This could include product information and data on, for example, installation, maintenance, demolition and storage.

On the basis of this documentation, ProRail will amend the current ProRail regulations or develop new regulations, such as a new specification (SPC), Design Regulation (OVS), Guideline (RLN) or Installation Regulation (ISV). The ultimate goal is that the new solution can be used in ProRail practice.

If an innovative solution subsequently satisfies the (possibly amended) ProRail regulations, the innovative solution can be deployed by the contractors without restrictions when performing track work involving ballast for ProRail.

As explained in 3.2, the market introduction and upscaling of innovative solutions is not part of the procedure of this innovation call. It goes without saying that ProRail will make every effort to ensure that tested innovations can be repeatedly used in rail projects, but ultimately it is the executing parties (contractors) who must 'buy' the solution, ProRail does not do this itself.

In consultation with the cooperation partners, ProRail will share the results of the procedure broadly with the market afterwards, so that the innovative solutions that have been developed and have also successfully passed the test phases can be publicised. Cooperation partners will be involved in this and explicitly agree to the publication of the results of the procedure, whereby sensitive intellectual property information will not be published.

5. Timeline

Planning table		
Phase	Activity	Date
Registration phase	Announcement and publication through various channels	01-03-2022
	Last date for registering for information session	21-03-2022
	Information session	24-03-2022
	Last date for submitting questions	07-04-2022
	Last date for ProRail to answer questions it has received	14-04-2022
1: selection phase	Last date for submitting: - Submission form - Detailed project proposal	09-05-2022
	Presentations of selected project proposals	23-05-2022
	Definitive assessment of written documents and presentations by assessment committee	30,31 May and 2th of June
	Announcement of final ranking of phase 1 and assessment result of own project proposal	Week 24
	Invitation to phase 2 for selected parties	Week 24
2: research phase	Start of research phase: kick-off	Week 25
	Last date for submitting: - Detailed business case - Testing plan	30-09-2022
	Presentation of business case and testing plan	Week 41
	Announcement of final ranking of phase 2 and assessment result of own business case and testing plan	Week 42
	Invitation to phase 3 for selected parties	Week 42
3: development and testing phase	Start of development and testing phase: kick-off	Week 44
	Last date for submitting definitive testing plan	TBD
	3a. Development and testing of prototype via laboratory tests	TBD
	Last date for submitting: - Test report from laboratory tests/simulations - Refined business case	TBD
	Deliver and present results from phase 3a	TBD
	Assessment on go/no go	TBD

		Invitation to phase 3b for parties who have successfully completed phase 3a	TBD
	3b	Development and testing of prototype via field tests	TBD
		Last date for submitting: - Report from field tests	TBD
		Deliver and present results from phase 3b	TBD
		Admission to phase 4 in case of successful completion of tests	Intended Q1 2023

6. Appendices

Appendix 1 Format of questionnaire for registration phase

Appendix 2 Submission form

Appendix 3 Cooperation Agreement

General questionnaire

Date: <fill in the date>
Participant: <fill in the name of the company>

[illegible]

Appendix 2

Submission form *Call for innovations that contribute to dust-free rails!*

ProRail is looking for innovative solutions to further reduce or completely eliminate the release of inhalable and respirable dust. For this reason, ProRail is inviting you to participate in this call.

Are you interested and do you have a good solution for the problem outlined? Please fill in the details requested below, along with a description of your solution in an elaborated project proposal (for the specific requirements, please refer to chapter 4 of the call).

Organisation / name	
Chamber of Commerce number (optional)	
Contact person	
Street and house number	
Postcode / City	
PO Box (optional)	
Postcode / City (optional)	
Telephone	
Email	
Short description of innovative solution:	
Appendices: <<enter the appendices to which you refer here>>	

By signing this submission form, you agree to participate in the procedure according to the content and approach of the call (including appendices, such as the cooperation agreement).

In taking part in the procedure, you shall take into account environmental, social and labour law obligations under European Union law, national law or collective labour agreements or international environmental, social and labour law provisions listed in Annex X of Directive 2014/24/EU.

We look forward to receiving your registration before 9 May 2022 via stofloosspoor@prorail.nl.

Filled in truthfully and signed:

City:

Date:

Name:

Signature:

Appendix 3

Cooperation Agreement

concerning

Innovations for dust-free tracks!

between

and

Name of Cooperation Partner

version: V1.0
Date: February 2022
status: Definitive

The Parties:

The private limited liability company ProRail B.V., with registered office in Utrecht at Moreelsepark 3, legally represented in this matter by [\[name & job title\]](#), hereafter referred to as: 'ProRail',

and

[\[Name of Cooperation Partner\]](#), with its registered office in [\[business location\]](#), legally represented in this matter by [\[name & job title\]](#), hereinafter referred to as: 'Cooperation Partner',

hereinafter also referred collectively to as: 'the Parties',

Whereas:

- ProRail published the '*Call for innovations that contribute to dust-free tracks!*' on [\[date\]](#) ;
- In the context of this Call, ProRail offered the participants the opportunity to propose innovative solutions for the Innovation Issue identified by ProRail;
- To this end, the Cooperation Partner submitted a Proposal on [\[date\]](#) , on the basis of which the Cooperation Partner was selected by ProRail's assessment committee as one of the parties to which this Agreement is being offered for the elaboration of the Project Proposal in the form of a Business Case and a Testing Plan;
- ProRail wishes to conclude an Agreement with the Cooperation Partner in this regard;
- the Parties wish to lay down the rights and obligations between the Parties as follows.

And also:

- the coalition agreement 'Confidence in the Future' (2017-2021) states that ProRail will be converted into an autonomous administrative authority under public law with its own legal personality (hereinafter: autonomous administrative authority);
- that this conversion will be realised by the implementation of the 'Act amending the Railways Act and a number of other acts in connection with the conversion of ProRail into an autonomous administrative authority under public law' (hereinafter: Public-law Conversion of ProRail Act);
- the Parties intend that the present Agreement concluded between ProRail and the Cooperation Partner will remain in force unchanged after the conversion;
- if the Public-law Conversion of ProRail Act enters into force, the Agreement will pass by universal title to the ProRail autonomous administrative authority;

Have agreed as follows:

1 Definitions

Acceptance:	A written, positive message from ProRail that the submitted Business Case and Testing Plan satisfy all the requirements as described in the Call, see also in 5.3. of this Agreement.
Appendix:	Supplements to the Agreement, which constitute an integral part of the Agreement.
Business Case:	The document to be prepared by the Cooperation Partner during Phase 2 working out the details of the Project Proposal and describing, among other things, the impact, feasibility and economic prospects of the innovative solution.
Call:	The ' <i>Call for innovations that contribute to dust-free tracks !</i> ' as published by ProRail and included as Appendix 1 to this Agreement.
Innovation Issue:	The issue for which ProRail is seeking innovative solutions and which is described in the Call.
Offer:	A submission form and Project Proposal submitted by the Cooperation Partner during Phase 1 in accordance with the requirements stipulated in the Call, included as Appendix 2 to this Agreement.
Phase 1:	Selection phase. The phase in which the parties submit a submission form and a Project Proposal, which is then assessed by the assessment committee. At the end of Phase 1, a selection will be made of the parties who will be permitted to participate in Phase 2.
Phase 2:	Research phase. The phase in which the selected parties further develop their Project Proposal into a Business Case and a Testing Plan for Phase 3. At the end of Phase 2, a selection will be made of the parties who will be permitted to participate in Phase 3.
Phase 3:	Development and testing phase. The phase in which the selected parties will further develop and test their proposed innovative solution in a laboratory and field environment. If Phase 3 is completed successfully, it will be determined whether the parties will proceed to Phase 4.
Phase 4:	Release of innovation. The phase in which the Cooperation Partner and ProRail make a joint effort to have the submitted innovative solution used in practice for ProRail projects.
Project Proposal:	The document in which the Cooperation Partner developed the proposal for its innovative solution during Phase 1, included as Appendix 2 to this Agreement.

Testing Plan: The plan to be drawn up by the Cooperation Partner during Phase 2 for the implementation of Phase 3: the development and testing phase.

2 Contract documents

- 2.1 The following documents are part of this Agreement:
- a) The answers to the questions asked during the registration phase of the Call
 - b) This Agreement
 - c) Appendices
 - Appendix 1 Call
 - Appendix 2 Offer of the Cooperation Partner
- 2.2 To the extent these documents contradict each other, the earlier named one takes precedence over the later named one.
- 2.3 No General Terms and Conditions apply to this Agreement.

3 Goal of Phase 2

- 3.1 The Cooperation Partner draws up a detailed Business Case and a Testing Plan for the benefit of ProRail's internal decision-making process.
- 3.2 The Business Case and Testing Plan are assessed by ProRail with reference to the assessment criteria and weighting factors described in the Call. This results in a definitive ranking, on the basis of which ProRail selects the parties who will proceed to Phase 3.

4 Cooperation arrangements

- 4.1 The Parties will work with each other on the basis of this Agreement in order to ensure Phase 2 runs smoothly.
- 4.2 Within the procedure set up by ProRail, the Cooperation Partner will draw up a Business Case and a Testing Plan aimed at finding a solution for the Innovation Issue identified in the Call. The Business Case and Testing Plan are a further elaboration of the Project Proposal and must be prepared in accordance with the requirements contained in the Call.

One or more employees of the Cooperation Partner who are closely involved in the substantive development of the innovation must be present at the activities to be organised.

- 4.3 The Cooperation Partner will take ProRail's wishes into account as far as possible when performing the Agreement, provided they are reasonable and conducive to the performance of the Agreement.
- 4.4 ProRail supports the Cooperation Partner in elaborating the Business Case and Testing Plan through active involvement and the provision of all the information required from the ProRail organisation to develop a good Business Case and Testing Plan.

- 4.5 ProRail will assess the Business Case and the Testing Plan, as described in the Call.
- 4.6 The Cooperation Partner accepts the assignment and thereby assumes full responsibility for the proper execution of the agreed work. Execution must take place in accordance with the requirements stipulated for that in the Contract Documents. If the Cooperation Partner fails compliance with its obligations under the Agreement due to attributable shortcomings, then ProRail can issue a written notice of default.
- 4.7 The Cooperation Partner is free to have the work carried out in whole or in part by third parties, including subordinates, at its own expense and risk. The Cooperation Partner does remain responsible, however, for the quality of the work and compliance with the agreements made.

5 Term of the Agreement and time line

- 5.1 This Agreement is entered into for the duration of Phase 2 and ends if the Cooperation Partner has received the written statement referred to in clause 9.1.
- 5.2 The Cooperation Partner must submit the Business Case and Testing Plan to ProRail for Acceptance, as described in the timeline of the Call. In the event of special circumstances, ProRail can decide to grant an extension. The Cooperation Partner ensures that the documents are made available to ProRail in good order and are complete.
- 5.3 ProRail will inform the Cooperation Partner in writing within 10 working days whether Acceptance will be granted. ProRail grants Acceptance if the submitted documents satisfy all the requirements as described in the Call. Acceptance does not result in any responsibility or liability of the Cooperation Partner in respect of obligations under the Agreement lapsing or passing to ProRail or being attributed to ProRail on some other ground. Furthermore, no rights can be derived from Acceptance in the context of the assessment described in clause 9.1.

If ProRail encounters ambiguities in the Business Case and Testing Plan, it can request clarification. The submitter must answer ProRail's questions adequately by the deadline stipulated in the request.

- 5.4 ProRail can extrajudicially terminate the Agreement at any time, in full or in part if legal or administrative procedures prevent ProRail from performing the Agreement, in full or in part. In that case, the Cooperation Partner is only entitled to reasonable and fair reimbursement of costs incurred. ProRail will inform the Cooperation Partner, where applicable, of which part of the Agreement will be terminated.
- 5.5 If ProRail terminates the Agreement for reasons attributable to the Cooperation Partner, with due observance of a reasonable notice period, the Cooperation Partner will distance itself from the performance of the Agreement and will not intervene in any way in any developments on this matter between ProRail and other parties. In the above-mentioned case, the Cooperation Partner is deemed to have waived any claim to reimbursement of costs, or other damages and/or compensation other than what is directly due to him under the Agreement.

6 Financial contribution on behalf of ProRail

- 6.1 ProRail will make a maximum allowance of EUR 25,000 available for Phase 2. The Cooperation Partner will in no way be entitled to any additional reimbursement of costs and expenses related to the performance of the Agreement.

- 6.2 During Phase 1, the Cooperation Partner included a budget for Phase 2 in the Project Proposal, see Appendix 2, which also indicates the extent to which the Cooperation Partner itself will be investing and the financial contribution it requires from ProRail for Phase 2. ProRail will compensate the Cooperation Partner for this financial contribution for Phase 2.
- 6.3 The compensation referred to in clause 6.2 will be made payable after ProRail has accepted the Business Case and the Testing Plan. Within 7 days after Acceptance, ProRail will provide the Cooperation Partner with a declaration of performance. No rights can be derived from Acceptance in the context of the assessment described in clause 9.1.
- 6.4 The invoice for Phase 2 (submitted in PDF format) must be accompanied by a declaration of performance accepted by ProRail and must be sent to:

ProRail B.V.
Financiële Administratie ProRail FA-P
Email: crediteurenadministratie@prorail.nl

The invoice must state:

- Name of the assignment to which the invoice relates;
- Indication of the service provided with the corresponding amount to which the invoice relates;
- Order number;
- Line number;
- Date of assignment;
- Your creditor number;
- ProRail's VAT number: 804170009 B01

If the information referred to above cannot be provided at the time of signing this Agreement, it will be communicated to the Cooperation Partner as soon as possible.

- 6.5 All prices stated in the Agreement are exclusive of value added tax (VAT) and include all (additional) costs of carrying out the agreed assignment.

7 Intellectual property

- 7.1 The Cooperation Partner guarantees ProRail that the performance of the Agreement will not infringe any patents, licences, copyrights or other rights of third parties.
- 7.2 The Cooperation Partner is the only party entitled to the intellectual property rights of the solution and everything related to the solution developed. Nothing in this Agreement will be construed as a transfer of any intellectual property rights to ProRail, or as a licence for any use outside the scope of this Call.
- 7.3 The knowledge contributed by ProRail for the purposes of the Agreement will remain ProRail's property. This includes knowledge of processes, costs and other information about ProRail, but also possibly drawings, materials and other tools. ProRail is free to share this knowledge with other parties. The Cooperation Partner is *not* free to share this knowledge with other parties.
- 7.4 With this Agreement, the Parties agree on no exclusivity.

- 7.5 All publications, press events and other media statements of the Cooperation Partner regarding this Call must be coordinated with ProRail in advance with regard to content and timing. Publications, press events and other media statements by ProRail will be coordinated in advance in terms of content and timing if the name of the Cooperation Partner or its innovation, as described in the Project Proposal, is mentioned.

8 Confidential information and secrecy

- 8.1 All information provided by the Cooperation Partner regarding the technical solutions, the Business Case and the Testing Plan shared in the context of the Call is solely intended for ProRail to use for the performance of the Agreement and is expressly not intended for dissemination, reproduction or any other form of disclosure by ProRail.
- 8.2 All information provided by ProRail regarding the Innovation Issue is solely intended for the Cooperation Partner to use for the performance of the Agreement and is expressly not intended for dissemination, reproduction or any other form of disclosure by the Cooperation Partner.
- 8.3 All information provided between the Parties for the purposes of performance of this Agreement must be treated confidentially by ProRail and the Cooperation Partner and may not be disclosed without prior written mutual consent. This clause does not apply to information that:
- a) was fully in the possession of the receiving party prior to disclosure without the providing party being under any obligation of confidentiality in relation to the receiving party or a third party in this context;
 - b) was already generally known or available at the time of disclosure or became so thereafter, other than as a result of an act or omission by the receiving party;
 - c) was acquired by the receiving party from a third party who was not bound by an obligation of confidentiality in relation to that information;
 - d) was developed independently by the receiving party without any use of information disclosed by the providing party; or
 - e) must be disclosed by the receiving party on grounds of the law, any regulation or rule of a governmentally recognised body, or by a binding and non-appealable decision of a court or other governmental body. In such cases, the receiving party will inform the providing party of this in writing and in a timely manner so that the scope of the disclosure can be limited to what is strictly necessary by the receiving party in consultation with the providing party.
- 8.4 If the successful completion of the Call procedure necessitates that ProRail shares information that ProRail has qualified as highly confidential in nature, this can only be shared by ProRail after an additional confidentiality/non-disclosure agreement (NDA) has been concluded between ProRail and the relevant participating parties. The Cooperation Partner explicitly agrees to this.
- 8.5 The Cooperation Partner or any third party it has engaged in the performance of the Agreement is not allowed to give any form of publicity to the performance or details of the Agreement without ProRail's permission, except as a reference or as a mere mention of the assignment on the website of the Cooperation Partner, without the publication of any substantive information. ProRail can attach conditions to its permission.

9 Transition to Phase 3

- 9.1 ProRail assesses the accepted Business Case and Testing Plan in accordance with the provisions in the Call. Depending on this assessment, the Cooperation Partner will be admitted to Phase 3. ProRail will inform the Cooperation Partner in writing of its decision as to whether or not to admit the Cooperation Partner to Phase 3, stating the reasons.
- 9.2 The written notice referred to in paragraph 1 will be sent at the latest 6 weeks after Acceptance of the Business Case and the Testing Plan. ProRail is entitled to postpone this decision by a maximum of 4 weeks, stating reasons.
- 9.3 ProRail will make an offer to the Cooperation Partner for Phase 3 within 30 days of sending the written statement of the Cooperation Partner's admission to Phase 3 referred to in paragraph 1. The Parties will consult with each other on this offer with a view to reaching an agreement for Phase 3.

10 Other provisions

- 10.1 In the event of a discrepancy between the Dutch text and a translation into another language, the Dutch text prevails.
- 10.2 The Parties are entitled to make a proposal to the other party with the intention of changing the nature and scope of (an) obligation(s) under the Agreement in reasonableness and in accordance with chapter 2.5 of the Dutch Public Procurement Act 2012.
- 10.3 Amendments to the Agreement apply from the moment of written acceptance by the Parties of the proposed amendment, which amendment documents will be appended to this Agreement as Appendix.
- 10.4 Verbal orders or assignments or deviations therefrom do not bind ProRail unless they have been explicitly confirmed in writing by an authorised employee of ProRail.
- 10.5 Liability for damage resulting from failure to comply with the obligations or from acts or omissions of the Cooperation Partner or its staff or third parties engaged by it will be limited to the amount that ProRail would have owed the Cooperation Partner if the Agreement had been performed correctly and on time, unless the damage is covered or could reasonably be covered by an insurance policy taken out by the Cooperation Partner for a higher amount or if the damage should have been covered by such an insurance policy under the Agreement. The limitations do not apply if the damage is attributable to intent or gross negligence on the part of the Cooperation Partner, its staff or third parties engaged by it.
- 10.6 The Parties are not authorised to induce each other's employees to deliver performance, make promises or the like in exchange for any form of reward or gift to that employee, without which the performance or promise would not have come about or would have come about under different conditions.
- 10.7 As soon as the Public-law Conversion of ProRail Act enters into force, the rights and obligations on the part of ProRail pursuant to the Agreement pass by universal title to the ProRail autonomous administrative authority and this Agreement will remain in force unchanged.

- 10.8 If the transfer by universal title as referred to in clause 10.7 results in an increase in costs for one of the Parties in the context of the Agreement, then each Party will bear its own costs.
- 10.9 The Agreement is governed by Dutch law, with the exclusion of the Vienna Sales Convention.
- 10.10 The Parties declare the District Court of Midden-Nederland in Utrecht, the Netherlands, to be the competent court for the settlement of disputes arising from this Agreement, unless another court is designated as competent by mandatory law.

Thus drawn up in duplicate and signed by each of the parties,

On behalf of
ProRail

On behalf of
Cooperation Partner

Name:

Date:

City:

Name:

Date:

City:

Appendix 1 Call

Appendix 2 Offer of the Cooperation Partner