

Moving Europe towards a sustainable and safe railway system without frontiers.

Agreement for individual trainers qualified by the European Union Agency for Railways on the access and use of the material developed for the **Safety Leadership training** with the purpose to disseminate the training.

*Having successfully completed the **Safety Leadership Trainer Qualification Path**, and having regard to Article 43(1) of Regulation (EU) 2016/796,*

I, _____, henceforth the “qualified trainer”,
and

*The European Union Agency for Railways, henceforth “ERA” or “Agency”,
Hereinafter referred to also as “Party” or “Parties”, agree on the following:*

Terms and definitions

‘qualified trainer’ is an individual who has successfully completed the **Safety Leadership Trainer Qualification Path** and is qualified by the Agency to deliver training with Agency materials to third parties;

‘ERA’ or ‘Agency’ refers to the European Union Agency for Railways; and

‘training material’ means videos, presentations, documents and any other training means related to the **Safety Leadership training**, and the content provided to the trainer, whether developed by the Agency or not.

Upon signing this Agreement, I, the qualified trainer, will obtain the following rights, subject to the obligations and other criteria described herein.

A. Rights

1. Recognised title

I may use the term “**Qualified trainer in Safety Leadership by the European Union Agency for Railways**” only for the purpose of organising and delivering one or more training sessions covered under my qualification.

2. Validity and right to use ERA training material

I obtain the right to access the training material and any auxiliary documents or websites as are necessary to disseminate the training for as long as I fulfil all the criteria in Part B of this Agreement or until any of the Parties terminates this Agreement.

I may only access the training material in the secure designated place provided to me by the ERA Safety Training Team. I acknowledge that the Agency shall grant me restricted access rights to this material. To this extent, the Agency shall take all reasonable measures necessary to ensure that the material remains accessible to me for the duration of this Agreement.

3. *Adaptation of the training material*

I have the right to adapt the training material provided by the Agency. The training material may be customised to fit the individual organisation's existing models, policies, different hierarchical levels of participants, etc. to create the best possible value for the involved organisation.

I may create translations of the Agency's training material provided to me (in English). However, before disseminating such translated versions I shall seek approval from the Agency.

B. **Obligations**

1. *Use of the Agency's logo and other branding material*

I shall refrain from using the Agency's name, logo or other identifiers in a way that may cause confusion or lead others to believe that the training is provided by or on behalf of the Agency. I shall request explicit approval for any use of the Agency's logo, giving a description of where and how I intend to present it.

I shall communicate clearly when asked and when delivering training sessions that I am acting independently of the Agency.

2. *Training specifications, requirements, and developments*

When the Agency informs me of a major development of the training material that requires that it be updated, I will adapt it as necessary and upload the amended training material to the shared web space.

3. *Documenting provided training*

For each training session, I shall provide to the participants a feedback form (link provided by the Agency), which is to be filled in by them on a voluntary basis. I shall self-evaluate based on this feedback to improve the training and performance. The Agency shall have access to the evaluation form and may use the forms to monitor participant feedback.

I shall document at least once per year the training sessions I have provided with the number of sessions, the number of people trained per session, and the organisational level of people trained¹. This may be followed up by individual contact and an annual questionnaire to all qualified trainers.

I shall deliver at least one training per year to remain well acquainted with the training content.

4. *Sharing of material and amendments*

Notwithstanding the right to translate the training material, I shall endeavour to make such translations loyal to the original training material and agreed with ERA Safety Training Team. Such translations shall not abridge the training material to provide shorter or more concise trainings.

I shall make available to the Agency translations and adaptations of the training material, which the Agency may share with other qualified trainers on the designated place for training material. These developments might be useful or serve as inspiration for other qualified trainers.

I recognise that the training material is property of the Agency and that the Agency reserves all rights to the materials owned by it even if adapted by me. As such the adaptations are also bound by the mandatory Non-Disclosure Declaration.

¹ Where one organisation has several qualified trainers, it is recommended that the organisation appoints one person as the **safety leadership training** representative of the organisation, to collect and deliver the above-mentioned data on behalf of the entire organisation and to act as the main point of contact towards ERA.

5. *Obligation to inform*

If I no longer wish to be considered a qualified trainer, I shall inform the ERA Safety Training Team without delay and this Agreement will be terminated upon confirmation by the Agency.

6. *Non-Disclosure Declaration:*

Signing the Non-Disclosure Declaration is mandatory for this Agreement to be in force. I shall remain bound by this Non-Disclosure Declaration even after this Agreement is terminated.

C. **Other requirements**

1. *Observation of training*

The ERA Safety Training Team may request an observation of the qualified trainer's training performance. I shall make reasonable efforts to honour such requests.

2. *Withdrawal of qualification to disseminate*

In case of breach of the Non-Disclosure Declaration, continued poor training evaluations, reported misconduct or negative training performance evaluation during an Agency observation, the Agency may terminate this Agreement. The Agency may also terminate this Agreement if it ends the **Safety Leadership Trainer Qualification Path**.

Such a termination releases all Parties from their obligations in this Agreement. I am reminded of my continuing obligation to comply with the Non-Disclosure Declaration even after the termination of this Agreement.

3. *Data protection*

I recognise that I shall treat all personal data in accordance with the General Data Protection Regulation (GDPR, Regulation (EU) 2016/679) and inform anyone whose personal data I will collect (e.g., participants) of this.

The Agency will treat all personal data it receives from me, whether it is my personal data or that of someone else, in line with Regulation (EU) 2018/1725.

4. *Liability*

I understand that the training material is provided by the Agency so that it can be disseminated by third parties. The Agency assumes no responsibility for the training sessions that I provide. In no event shall the Agency or its employees have any liability to me or to anyone else relating to or arising out of the content or the use of the training material.

By signing, I commit myself to this Agreement.

[Location, date, signature]

Non-Disclosure Declaration

I, _____, hereby declare that I am aware of and agree to the following:

Terms and definitions

'ERA' or 'Agency' refers to the European Union Agency for Railways; and

'training material' means videos, presentations, documents and any other training means related to the

[Safety Leadership training/other training], and the content provided to the trainer, whether developed by the Agency or not.

Declaration

1. I acknowledge that all training material originating from the Agency shall remain the exclusive property of the Agency, and no right, title, or interest in or to any of the training material is transferred to me. This shall apply to training material saved on any of my personal or professional devices as well as to training material made available to me through an online interface.
2. I shall only present the training material during the training sessions offered by me only to the recipients of my training sessions and only while the training is ongoing.
3. I acknowledge that translations of the training material shall only be used for Safety Leadership training and shall remain the property of its owner (the Agency or a third party).
4. The Agency exceptionally allows me to save locally on my personal or professional device films and training material owned by the Agency solely for the purpose of delivering the training.
5. Except as otherwise consented to in writing by the Agency, I shall not disclose or cause or permit to be disclosed, send, or transmit the training material or allow any person or entity to save in any location the training material provided by the Agency.
6. I shall take all actions necessary (such as forbidding of recording the entirety or parts of the training material) to ensure that the training material is not disclosed to or seen, used, or obtained by any person or entity except in accordance with the terms of this Declaration.
7. If I make the training material available, either directly or indirectly, to my employees or agents or my representatives or contractors/third parties employed by me I shall be liable for any breach of this Declaration they commit.
8. Upon accomplishing the purpose of my tasks for which the training material can be used, or at any time upon the written request of the Agency I shall immediately return the training material to the Agency and delete any saved training material from all my devices or from any storage place. Notwithstanding such return, I shall continue to be bound by this Declaration.

By signing, I am bound by this Declaration.

[Location, date, signature]