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**ECORails –**  
Energy efficiency and environmental criteria in the awarding of regional rail transport vehicles and services



# Deliverable 2: Project management handbook incl. quality management

**Version:**

1

**Status:**

Final version

**Draft:**  
Martin Schipper  
FAV  
+49-30-46 302 577  
+49-30-46 302 588  
[mschipper@fav.de](mailto:mschipper@fav.de)

**Function**  
**Name**  
**Organisation**  
**Phone**  
**Fax**  
**E-Mail**

**Approval**

**Acronym:**

ECORailS

**Title:**

Energy efficiency and environmental criteria in the awarding of regional rail transport vehicles and services

**Distribution:**

Partic N°	Participant name	Participant short name	Country code
CO	TSB Innovation Agency Berlin GmbH FAV – Transport Technology Systems Network	TSB FAV	DE
CB 2	Senate Department for Urban Development	SenStadt	DE
CB 3	Pro Rail Alliance	ApS	DE
CB 4	KCW GmbH	KCW	DE
CB 5	Berlin University of Technology	TUB	DE
CB 6	Trafikstyrelsen	TSY	DK
CB 7	Transportforskningsgruppen I Borlänge AB	TFK	SE
CB 8	Province administration of Brescia	PoB	IT
CB 9	Università Commerciale “L. Bocconi”	CBO	IT
CB 10	Università di Roma “La Sapienza”	ULS	IT
CB 11	Integral Consulting RD	IRD	RO
CB 12	CFR Timișoara – National Society of Railway Transport	CFR	RO
CB 13	Universitatea POLITEHNICA din Timișoara	PUT	RO
CB 14	Budapest University of Technology and Economics	BME	HU
CB 15	Agenzia della Lombardia Orientale per i Trasporti e la Logistica	ALOT	IT

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## **0 Management Summary**

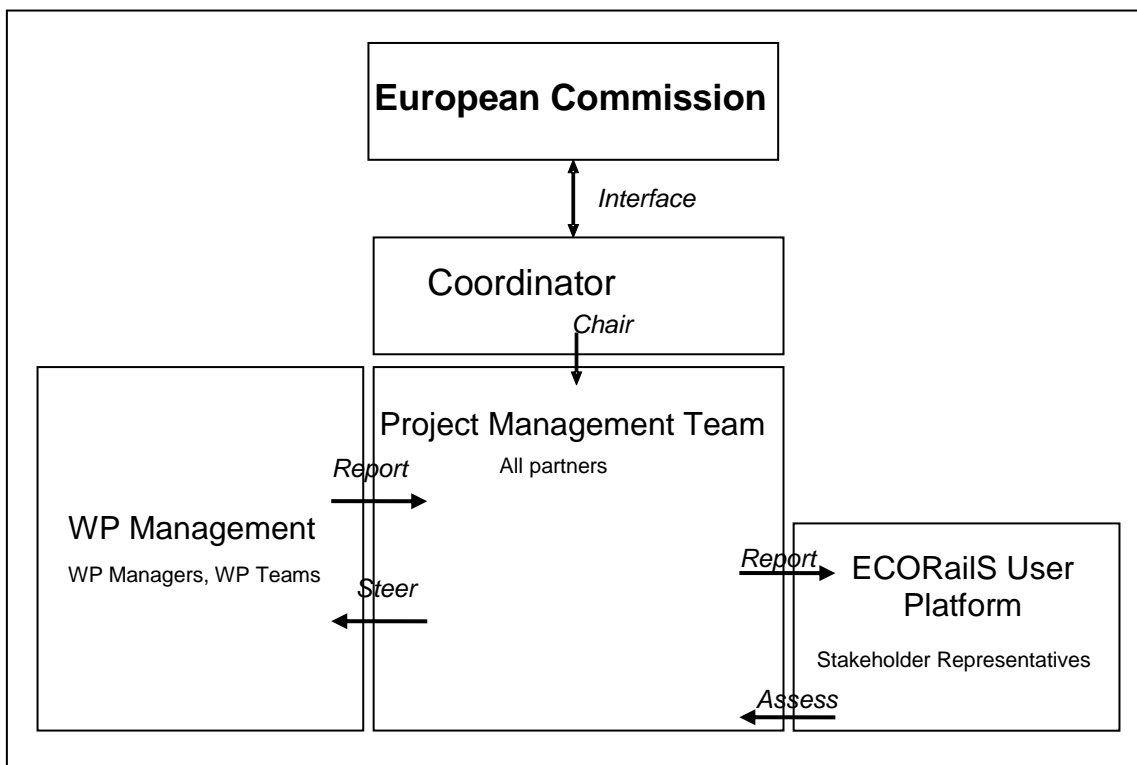
The objective of this document is to provide an overview of the ECORailS Consortium and the respective organisational structure, exchange of information, documentation management, risk management, escalation scenarios and an introduction into the work content of WP's. It introduces the organisational bodies and outlines their members, main tasks and objectives. It additionally defines their responsibilities and interrelation to other institutions/persons, which are not member of the consortium, and other European projects. Hereby this document provides additional information to the overall approach outlined in the Annex I of the Grant Agreement, and after acceptance of the project partners this PM Handbook is the basis for collaboration in ECORailS.

# 1 Organisational Structure

The overall project management addresses the requirements of strategic project management and operational project management. Essential for a seamless transfer of the project results is an effective structure for collaboration between the ECORailS partners and the ECORailS User Platform. Furthermore the information and work flow between the guidelines elaboration, pilot applications, dissemination/communication and evaluation/validation has to be considered. These processes are covered by the organisational structure in order to assure an effective project implementation.

The ECORailS project's organisational structure consists of four levels, which shall enable efficient and precise project management for the Project Coordinator:

- The ECORailS Project Management Team (PMT)
- The Work Package management
- The ECORailS User Platform
- The Coordinator



## 1.1 The ECORailS Project Management Team (PMT)

The ECORailS PMT is the executive body of the project, fulfilling the following tasks:

- Strategic level: Definition of the strategic matters of the project and performing the relevant control and monitoring activities.
- Operative level: Responsibility for the day to day management of the project

The PMT includes representatives (i.e. partners' team leaders) of all the partners and will meet at least once a year (first meeting has been the kick-off meeting at the start of the project). In order to keep all partners informed about the project activities and intermediate results, a six-monthly progress meeting will be held, which will include strategic matters. The PMT is chaired by the Project Coordinator who is the sole contact point between the ECORailS project and the EC project officer. The PMT will allow all partners and the EC to obtain a regular overview of the project status – in between the official yearly reviews – and provide guidelines for the assessment whether the ECORailS Deliverables are in line with the partners' research and development goals. Additionally, a more technically-oriented session will be included at the PMT meetings to allow a more detailed discussion and improved follow-up of technical, which are guidelines elaboration issues raised in the project.

The following decision points and procedures are covered by the respective level:

### Strategical level

The following decisions shall be taken unanimously by the PMT:

Content, finances and intellectual property rights:

- Proposals for changes to Annex I of the Grant Agreement to be agreed by the European Commission
- Changes to the Consortium Plan (including the Consortium Budget)

Evolution of the Consortium:

- Entry of a new Party to the Consortium and approval of the settlement on the modalities and conditions of the accession of such a new Party
- Withdrawal of a Party from the Consortium and the approval of the settlement on the modalities and conditions of the withdrawal

The following decisions shall be taken by the PMT with a three-fourths majority:

Partners:

- Declaration of a Party to be a Defaulting Party
- Corrective measures to be required from a Defaulting Party
- Termination of a Defaulting Party's participation in the Consortium and measures relating thereto
- Proposal to the European Commission for a change of the Coordinator
- Suspension of all or part of the Project
- Termination of the Project and/or the Deliverable

Operative level:

- Quality checks of WP related reporting to be delivered to the EC
- Evaluation and preparation of WP relevant information needed for the preparation of meetings with the EC
- Supporting the preparation of periodical reports contractually required by the EC

- Alerting the Project Coordinator in case of deficiencies or delays in the implementation of project activities or in case of defaults of any Partner with respect to its participation in the project
- Provisions to monitor execution of IPR and exploitation activities, knowledge management and knowledge exploitation as well as risk management

In detail the Project Management Team shall:

- monitor cost-performance-schedule related progress of the work packages and its related tasks; here the work package Managers have to provide the necessary input for the cost-performance-schedule reporting and controlling to the Coordinator;
- initiate, coordinate and have organised the Work Packages
- support the Coordinator in preparing meetings with the European Commission and in preparing related data and Deliverables
- prepare the content and timing of joint press releases and joint publications by the Consortium or proposed by the European Commission
- check quality of WP related reporting to be delivered to the EC
- supporting the preparation of periodical reports contractually required by the EC
- approve finally the contributions of the Parties for payment periods
- alerting the Coordinator in case of deficiencies or delays in the implementation of project activities or in case of defaults of any participant with respect to its participation in the project
- foresee provisions to monitor execution of Intellectual Property Rights and exploitation activities, knowledge management and knowledge exploitation

Additionally, collaboration with other relevant railway related projects is foreseen in areas where a mutually beneficial agreement can be established. Cooperation with these projects is basically managed by the Project Coordinator and decided by the Project Management Team. The relevant partners agree to inform the Project Management Team previous to the start of the cooperation in detail (start and end date, scope, content, partners, methods used and disposition of the common work items and expected results) about the planned cooperation. After approval by the Project Management Team the parties are bound in the cooperation by the rules of the contract and the general conditions and agree to inform the Project Management Team regularly. The collaboration between ECORailS and the related projects will be documented in the Progress Reports and Interim Reports.

## 1.2 The Work Package management

The management of the different Work Packages will be coordinated by the WP Managers. The WP Managers will be responsible for the direct implementation of the work packages. Each WP Manager will be responsible for its WP meetings and technical achievements, with its own team. The Project Coordinator will support them in handling administrative and financial matters as well as coordination with the other work packages. Each WP Management will be in the responsibility of one of the core partners, although other partners will also share responsibility at WP level in accordance with the project's management structure. Nominative listing of persons being designed as WP Managers:

Work package no.	Work package title	Lead partner	Assigned person(s)

1	Management	TSB FAV	Christian Heinrich, Martin Schipper
2	Technologies	ULS	Stefano Ricci
3	Legal frame and awarding procedures	TFK	Oskar Jonsson
4	Pilot applications	PoB	Guido Piccoli
5	Evaluation and Validation	IRD	Dan Caraman, Octavian Udriste
6	Communication and Dissemination	ApS	Matthias Pippert
7	IEE dissemination activities	TSB FAV	Christian Heinrich, Martin Schipper

If the WP manager or the project coordinator will quit the consortium, this person shall be replaced by a person of an equivalent level of technical and managerial expertise.

In particular, the Work Package Managers shall be responsible for:

- ensuring the scientific monitoring and the implementation of the relevant Work Package
- the follow-up on the work-schedules, Deliverables and Outputs
- Decisions upon the allocation of the budget of the relevant Work Package in accordance with the budget allocation approved in the PMT
- making proposals to the Project Management Team relating to changes to the Project or Work Package if necessary in close cooperation with the Coordinator
- making proposals to the PMT for decisions on the accession of new Parties to the EU Contract and this Agreement for the purpose of participation in the relevant Work Package
- alerting the Project Management Team and the Coordinator in case of delay in the performance of the Work Package or in case of default of any Party participating in the relevant Work Package
- analysing and documenting default of a Party participating in the relevant Work Package and preparing a proposal and action plan to the Project Management Team for decision

The Work Package Managers shall neither be entitled to act or to make legally binding declarations on behalf of any other Party nor to enlarge their role beyond the one described herein.

The Work Package Managers shall be bound by all decisions of the PMT and the Project Management Team.

### 1.3 The ECORailS User Platform

The User Platform is a key element of the discussion and elaboration process of ECORailS as described in the chapters 3c) and 6.1 of Annex I. The User Platform fulfils two key objectives:

- To identify, investigate and analyse the relevant user groups and their respective needs and requirements within the whole process of public rail transport awarding
- To segment the market/scope, including the regionally differing situations, and analyse the conditions for the use of Europe-wide applicable, legally-secure guidelines in the regional rail transport

ApS, chair partner of the ECORailS User Platform, will coordinate the process of electing and inviting UP members with help of the partners of the consortium. As far as reasonable the UP members will be integrated in the information flows of the project and in cooperation with the Coordinator.



The first level of the Platform shall comprise administrations (PTAs) or organisations of PTAs which shall discuss the draft and final results of the project, propose amendments to the guidelines and the testing and working process of ECORailS. Furthermore, in discussions *not open to other stakeholders except for project partners*, potential conflicts with TOC's, rail supply industry and other stakeholders shall be identified in the User Platform. PTAs which are partner of the project will be included. Ten administrations/organisations from at least five different countries shall be confirmed members of the User Platform while additional participants may be invited at their own expenses. It is planned to invite the following institutions:

- 1) Union International des Transports Public (UITP), Brussels
- 2) Svenska Lokaltrafikföreningen (Association of Swedish PTAs)
- 3) Skånetrafiken (PTA in the south of Sweden)
- 4) Trafikstyrelsen (Denmark)
- 5) Bundesarbeitsgemeinschaft SPNV (Association of German PTAs)
- 6) Senate for Urban Development Berlin (SenStadt, Germany)
- 7) Province of Brescia (Italy)
- 8) Federmobilitá (Association of Italian PTAs)
- 9) Region of Timisoara (Romania)
- 10) Rhein-Main-Verkehrsverbund (PTA, mainly in the federal state of Hessen, Germany)
- 11) Landesnahverkehrsgesellschaft Niedersachsen (PTA for the federal state of Niedersachsen, Germany)
- 12) Nahverkehrsgesellschaft Baden-Württemberg (PTA for the federal state of Baden-Württemberg, Germany)
- 13) Ministry of Transport, Telecommunication and Energy (Hungary)
- 14) Further regional PTAs which are not named yet from e.g. Sweden, Poland, Italy, Austria, Hungary or Netherlands or from further countries with special commitment to energy efficiency

Level 2 should consist of level 1 participants and additionally ten more members from at least five different countries. The majority of the additional members should be train operating companies (TOCs) while their international associations and the rail supply industry should also be included. TOCs engaged in the regions where the tests of WP 4 shall take place should be invited. The discussion process should be open for more participants. The following organisations and enterprises could be invited:

- 1) Passenger departments of national Railways from the participating countries, especially Sweden, Denmark, Germany, Italy and Romania;
- 2) Private railways from the same countries comprising a mixture of small and big railway operators;
- 3) International Railway Union (UIC)
- 4) European Passenger Transport Organisation (EPTO)
- 5) Community of European Railways (CER)
- 6) 2 or 3 representatives of the rail supply industry

The participating organisations shall be requested to send persons who have special knowledge in the field of commissioning passenger rail transport and/or energy efficiency. The User Platform will not act as a self-dependent organisation but will come together in four (1<sup>st</sup> level) or two (2<sup>nd</sup> level) workshops and be the first addressees when expert speakers from outside the consortium are required. A future institutionalisation should be thought of in the second half of the project.

## 1.4 Project Coordinator

On the basis of the management structures established for *ECORailS*, there will be a number of activities designed to ensure efficient and appropriate management before, during and after the implementation of the work programme.

The coordinator is in charge for the following functions:

Administrative Coordination:

- Meetings (Project kick-off with all ECORailS project partners, Project Management Team meetings): meetings organisation, follow-up of participation lists, minutes, preparation and follow-up of action lists
- Official Communication: may be either legal (update and amendment of EC Contract) or technical (Quality Assurance Plan and management tools, Implementation Plans...)
- Reporting: due dates notification: collection of work package contributions; validation and submission of reports

Financial Coordination:

- Financial follow-up: money transfers, budget tables, banking information.
- A financial reporting: To ensure compliance with EC rules on official reporting periods (frequency of financial reporting, supervise timesheets and relevant invoices, audit certificates).

Technical Management:

One of the main responsibilities including the finalisation of the official projects reports to be submitted to the EC. Included are one progress report (in Month 7, November 2009), one interim report (Month 14, June 2010) and one final report (Month 26, June 2011).

In particular, the Coordinator shall be responsible for:

- monitoring compliance by the Parties with their obligations
- keeping the address list of members and other contact persons updated and available
- collecting, reviewing to verify consistency and submitting reports and other deliverables (including financial statements and related certifications) to the European Commission
- transmitting documents and information connected with the Project, including copies of Accession documents and changes of contact information to and between Work Package Managers, as appropriate, and any other Parties concerned
- administering the Community financial contribution and fulfilling the financial tasks
- providing, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims
- is in charge of a quality assessment plan & tool for activities and project input to the consortium
- monitors the project's progress and coordinate the various WP-activities
- organise the close interaction between work packages
- manage knowledge generated by the project and innovation-related activities

## **1.5 Responsibilities of single partners**

### **1.5.1 General principles**

Each Party undertakes to take part in the efficient implementation of the Project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the Grant Agreement and this Deliverable as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify promptly, in accordance with the governance structure of the Project, any significant information, fact, problem or delay likely to affect the Project.

Each Party shall provide promptly all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

### **1.5.2 Breach**

In the event the responsible Consortium Body identifies a breach by a Party of its obligations under this Deliverable or the Grant Agreement, the Coordinator will give written notice requiring that such breach be remedied within 30 calendar days.

If this does not occur, the PMT may decide to declare the Party to be a Defaulting Party and to decide on the consequences thereof.

### **1.5.3 Involvement of third parties**

A Party that enters into a subcontract or otherwise involves third parties (including but not limited to Affiliated Entities) in the Project remains solely responsible for carrying out its relevant part of the Project and for such third party's compliance with the provisions of this Deliverable and of the Grant Agreement. It has to ensure that the use of third parties does not affect the rights and obligations of the other Parties.

### **1.5.4 Liability between the partners**

#### **No warranties**

In respect of any information or materials supplied by one Party to another under the Project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties. The recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

No Party shall have any liability in respect of the infringement of any patent or other right of any third party resulting from any other Party (or any of its Affiliates) exercising any of the Access Rights granted under the Grant Agreement or under this Deliverable.

No Party makes any representation or warranty, express or implied, other than as expressly stated in this Deliverable.

#### **Limitations of contractual liability**

No Party shall be responsible to any other Party for punitive damages, indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts.

A Party's aggregate liability towards the other Parties collectively shall be limited to once the Party's share of the total costs of the Project.

The exclusions and limitations of liability stated above shall not apply in the case of damage caused by a wilful act or gross negligence.

The terms of this Deliverable shall not be construed to amend or limit any non-contractual liability.

#### Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations under this Deliverable or from its use of Foreground or Background.

#### Force Majeure

No Party shall be considered to be in breach of this Deliverable if such breach is caused by Force Majeure. Each Party will notify the competent Consortium Bodies of any Force Majeure as soon as possible. If the consequences of Force Majeure for the Project are not overcome within 6 weeks after such notification, the transfer of tasks - if any - shall be decided by the competent Consortium Bodies.

### 1.6 General operational procedures for all Consortium Bodies

#### 1.6.1 Representation in meetings

Any member of a Consortium Body:  
 should be present or represented at any meeting of such Consortium Body  
 may appoint a substitute or a proxy to attend and vote at any meeting  
 and shall participate in a cooperative manner in the meetings

#### 1.6.2 Preparation and organisation of meetings

Convening meetings:

The chairperson of a Consortium Body shall convene meetings of that Consortium Body.

	Ordinary meeting	Extraordinary meeting
Project Management Team (PMT)	Half-yearly	At any time upon written request of any member of the PMT
ECORailS User Platform	Six-times during the project lifetime	Upon request of PMT or upon request of WP 6 leader if no WP leader vetoes within two weeks after WP 6 leader has requested.

Notice of a meeting:

The chairperson of a Consortium Body shall give notice in writing of a meeting to each member of that Consortium Body as soon as possible and within the minimum number of days preceding the meeting.

	Ordinary meeting	Extraordinary meeting
Project Management Team (PMT)	14 calendar days	7 calendar days
ECORailS User Platform	14 calendar days	7 calendar days

### 1.6.3 Voting rules and quorum

Each Consortium Body shall not deliberate and decide validly unless a quorum of two-thirds (2/3) of its members are present or represented.

Each member of a Consortium Body present or represented in the meeting shall have one vote. Defaulting Party members may not vote.

Decisions shall be taken unanimously unless otherwise defined in chapter 1.1.

### 1.6.4 Veto rights

A member which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

When the decision is foreseen on the original agenda, a member may veto such a decision during the meeting only.

When a decision has been taken on a new item added to the agenda before or during the meeting, a member may veto such decision during the meeting and within 15 days after the Minutes of the meeting are sent.

	Item on the original agenda		Item added to the original agenda	
	Veto during the meeting	Veto within 15 days after the Minutes are sent	Veto during the meeting	Veto within 15 days after the Minutes are sent
<u>Party</u> present or represented	1 YES	2 NO	3 YES	4 YES
<u>Party</u> neither present nor represented	5 NO (impossible)	6 NO	7 NO (impossible)	8 YES

In case of a regular meeting an item which has been added to the original agenda not later than 14 days (7 days in case of an extraordinary meeting) before the meeting will be considered as part of the original agenda.

In case of exercise of veto, the members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its members. A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the Consortium or the consequences of them.

A Party requesting to leave the Consortium may not veto decisions relating thereto.

## 2 Exchange of information

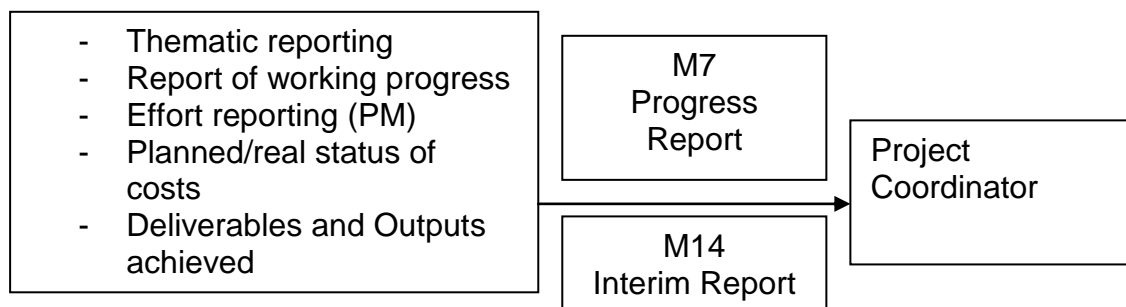
For the basic exchange of information every partner checks with the acceptance of the PM Handbook the contact information given for the single persons involved of the own organisation. (This information has to include at least Name, Telephone, e-mail and postal address for every person involved in the project). The current status can be seen from the contact list in the Annex of the Project Management Handbook, changes should be communicated to the WP Managers and the PC immediately after they have occurred in written and traceable form.

### 2.1 Reporting

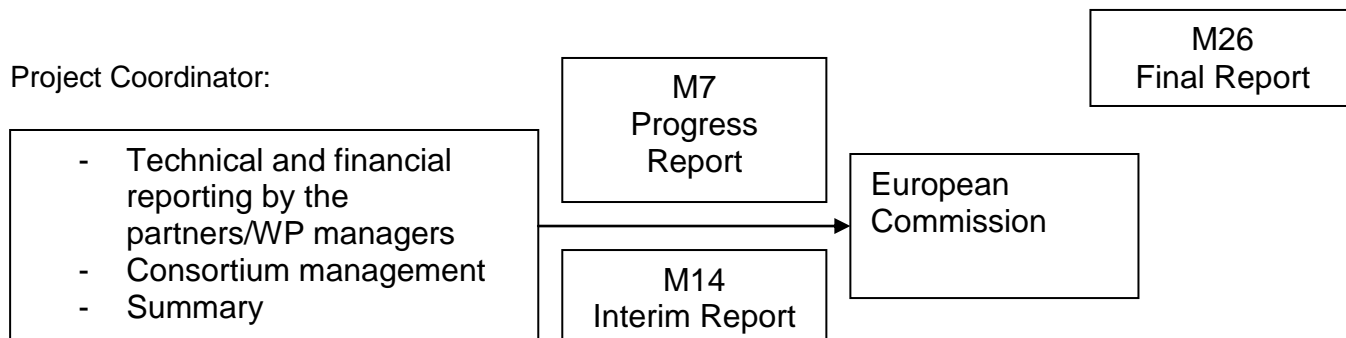
The reporting duties of the ECORailS partners are as follows:

#### Progress Report and Interim Report

Partners/WP managers:

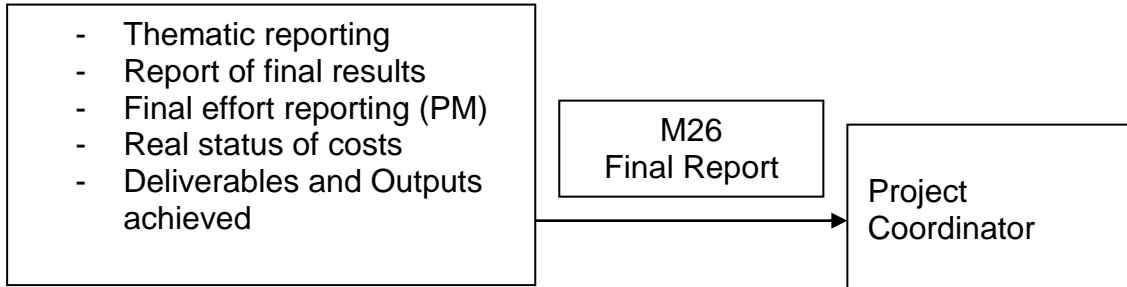


Project Coordinator:

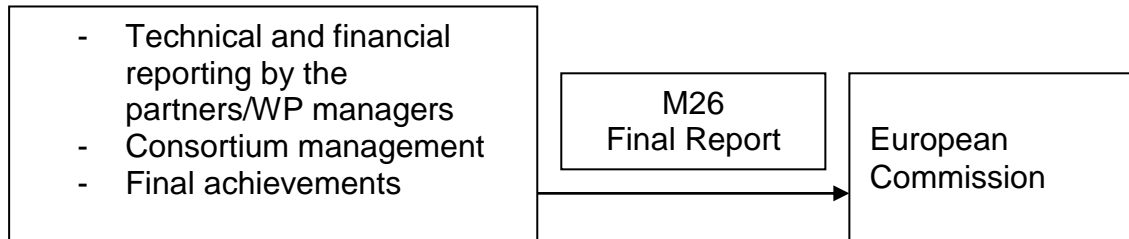


## Final Report

Partner/WP managers:



Project Coordinator:



## 2.2 Deliverables

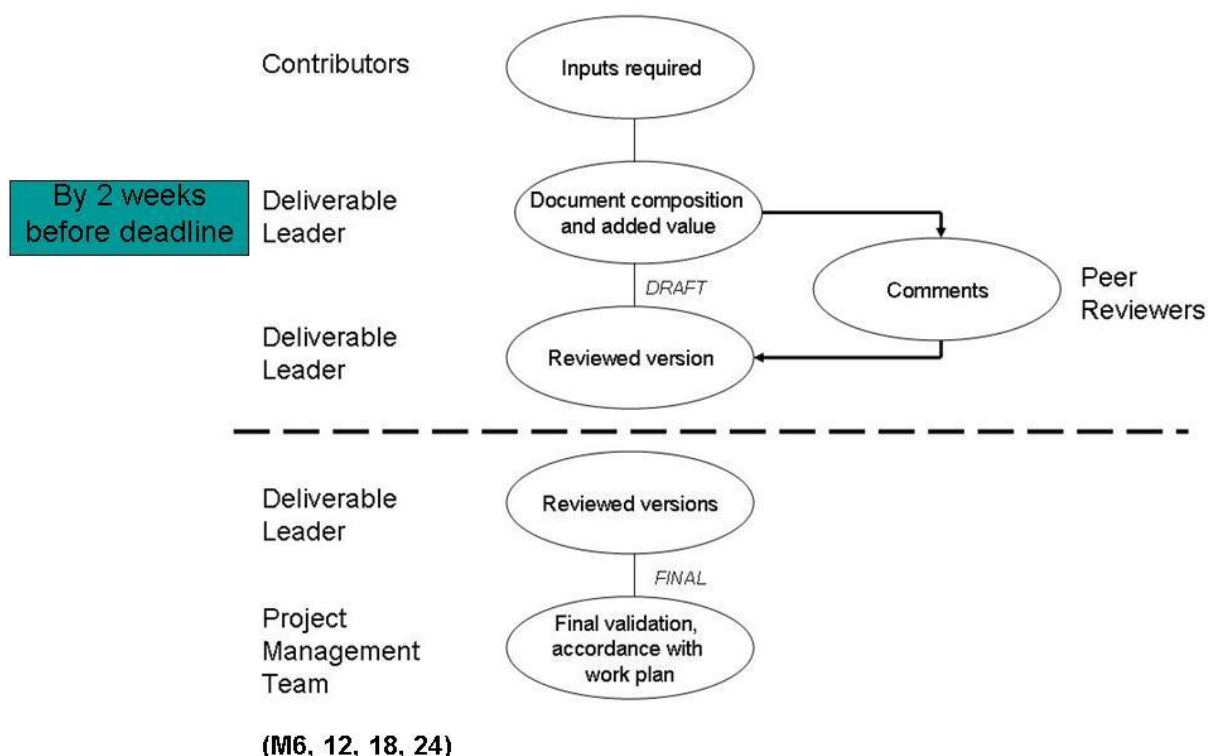
### 2.2.1 Deliverable production

Each of the deliverables tackles a specific subject, and has its responsible partner who should produce the document and directly co-ordinate the work of the different partners involved: a Deliverable Leader (DL) has been designated for each deliverable, which will be responsible for the deliverable production, in co-operation with the WP manager in the corresponding Work Package (see next paragraph).

Upon receiving the inputs from the different contributors, the DL merges them into a single document: this first draft will then be circulated and asked for comments, until a final draft is prepared and sent to the peer reviewers, for verification and approval. Upon positive evaluation by the peer review group, the final version is sent to the Project Management Team for the definitive validation.

To formally submit a deliverable, the Co-ordinator will have to send it to the Project Officer, via e-mail.

The following diagram summarises the procedure to be followed for the deliverable elaboration.



### 2.2.2 Deliverable Leader

The participant responsible for production of each deliverable is defined in the Deliverable List (see Annex I, pages 37-41). Such participant will designate a person (Deliverable Leader) who will be in charge of the deliverable production. This person can possibly, but not necessarily, be the same person who is responsible for the Work Package (WP Manager).



### **2.2.3 Structure of Deliverables**

Each deliverable will contain an introductory chapter identifying:

1. Cover Sheet, Distribution tabular, Change control datasheet
2. Content
3. Management Summary
4. Methodology and approach
5. Content and Results
6. Conclusions and next steps
7. References
8. Abbreviations

The description of activities should be complete but clear and without unessential details, which can make difficult to follow the general concept. Such details can be better moved to an appendix.

The results achieved have to be summarised, with references to Annex I.

The conclusions should offer a synthetic view of the results achieved and their evaluation in the context of the project.

#### **Peer Review Group**

For each Deliverable, a Peer Review Group must be identified, choosing people who can give the best contribution (depending on the deliverable contents, expertise required and so on). With regard to WP1 and WP7, the PMT reviews the respective Deliverables.

Normally two to four members are enough for the Peer Review Group, chosen between the participants in the Work Package Team, their colleagues or other people expert in the subject.

The responsibility to identify the Peer Review Group members is on the Manager of the WP, where the Deliverable was produced.

#### **Work of the Peer Reviewers**

The Peer Reviewers are asked to check the Deliverable under the following points of view:

- The Deliverable covers the objectives stated in the Annex I.
- quality of the work done is good enough (e.g. the amount of work which is presented is in accord with what expected)
- quality of the document is good enough (errors, organisation of topics, readability, illustrations)
- the Deliverable is complete (there are no missing parts, non-existing references, topics not covered, arguments not properly explained)
- usability of the Deliverable (that is, it is possible to find in it complete and clear answers to the questions raised by the stated objectives, in a form that can be useful for the Users of the work and/or for the continuation of the work)

Comments should always make precise references to the relevant Deliverable parts (chapter, paragraph).

Editorial comments are of course useful, but are not to be considered the main work of the Reviewers.

### **Asking for modifications**

According to the deliverables schedule, there will be a review of the deliverables. The objectives of the reviews are to monitor the technical progress of the project and to check that the objectives are reached. The review process will be finished with the final visa of the project coordinator, which is in relation with the commission. Before that, all

Formal documents for European Commission will be submitted before delivery to an approval procedure controlled by the project co-ordinator. All formal deliverables are subject to three kinds of assessment:

- Internal Inspection, a review by one or more reviewers from the Members who do not take part in the concerned work and who are nominated, by the Technical Committee, for each deliverable.
- Internal Review, a formal review of the deliverable. The work package managers organises a meeting with reviewers. The review will be conducted according the rules defined in the *Quality Plan*.
- A formal approval and acceptance of the deliverables by the Project Management Team and the co-ordinator.

The review is based on generally accepted rules and standards (Appendix C). It mainly considers the following criteria:

- Format and Structure
- Validity (conformity with the project plan)
- Completeness (conformity with the objectives of project)
- Exact (clarity with other documents and reference)
- Consistency (internal consistency, no contradiction)
- Comprehensibility (criteria related to the written text)
- Feasibility (the arguments and the explications are feasible)
- Reference (criteria related to the quality and the relevance of the referenced documents)

### **2.3 Checkpoints for Payment**

#### **Description of the different steps to payment**

- First pre-financing of 30 percent of the EC contribution 45 days after the receipt of the signed contract and submitting of the financial guarantee by TSB FAV
  - Second pre-financing of 30 percent upon submission and approval of the Interim Report, scheduled for M13 (May 2010)
  - Final payment of 40 percent after the final report has been approved by the EC (within 90 days after the final report has been submitted – Autumn 2011)
- ⇒ Immediate transfer by TSB FAV to the single partners upon receipt by the EC (no consortium checkpoints for payment possible)

#### **Conditions for second and final payment:**

- Pre-financement has to be fully spent by each single partner before second tranche can be paid.
- Task-to-budget allocation prove costs claimed by each single partner

## 2.4 Foreground and Background

"*Background*" means information which is held by *beneficiaries* prior to their accession to this agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to this agreement, and which is needed for carrying out the *project* or for using *foreground*;

"*Foreground*" means the results, including information, whether or not they can be protected, which are generated under the *project* as a result of the common effort of the partners. Such results, independently from their patentability, include rights related to copyright; design rights; patent rights; plant variety rights; or similar forms of protection;

### Joint Ownership

The Foreground is jointly owned by the partners, unless different agreements of joint ownership between two or more partners, which have to be approved by the PMT.

Where no joint ownership agreement has yet been concluded:

- Each of the joint owners shall be entitled to Use their jointly owned Foreground on fair and reasonable conditions, and without requiring the prior consent of the other joint owner(s), and

each of the joint owners shall be entitled to grant non-exclusive licenses to third parties, without any right to sub-license, subject to the following conditions:

- (i) at least 45 days prior notice must be given to the other joint owner(s);
- (ii) in case that the use of the Foreground is requested for commercial purposes, fair and reasonable compensation must be provided to the other joint owner(s);
- (iii) the partners agree, before the end of the project, on the nature and the quantity of such compensation, that have to be estimated as proportional to the effort (background + working effort) brought by each partner for building the Foreground.

However, the Contributors shall in all cases be at liberty to agree in writing something different to this rule, so long as such different agreement (i) does not prejudice the Access Rights or other rights of the other Parties and (ii) is agreed to in writing explicitly mentioning the Foreground to which the following conditions shall not apply.

## Transfer of Foreground

Each Party may transfer ownership of its own Foreground (including without limitation its share in Foreground that it owns jointly with another Party or Parties and all rights and obligations attaching to it) to any third party without prior notification to the other parties. The transferring Party shall ensure that the rights of the other Parties will not be affected by such transfer. The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving the full 45 days prior notice.

## 2.5 Intellectual Property Rights

### 2.5.1 General Principles

Each Party shall implement its tasks in accordance with the Consortium Plan and shall bear sole responsibility for ensuring that its acts within the Project do not knowingly infringe third party property rights.

The partners shall inform the Consortium as soon as possible of any limitation to the granting of Access Rights to Background, or of any other restriction which might substantially affect the granting of Access Rights.

If the PMT considers that the restrictions have such impact, which is not foreseen in the Consortium Plan, it may decide to update the Consortium Plan accordingly.  
Foreground and Background shall be used only for the purposes for which Access Rights to it have been granted.

Access Rights to Foreground and Background Needed for the execution of the Project are hereby requested and shall be deemed granted as of the date of the Grant Agreement entering into force to and by all Parties. Access Rights to Foreground for Use are hereby requested and shall be deemed granted as of the date of the Grant Agreement entering into force to and by all Parties. All other Access Rights shall be granted upon written request. The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

The requesting Party must show that the Access Rights are Needed.

### **2.5.2 Access Rights for implementation**

Access Rights to Foreground and Background Needed for the execution of the own work of a Party under the Project shall be granted on a royalty-free basis, unless otherwise agreed.

### **2.5.3 Access Rights for Use**

Access Rights to Foreground if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions. A third party shall not be granted direct Access to Foreground generated by other Parties unless those Parties explicitly agree to it.

Access rights for internal research activities shall be granted on a royalty-free basis.

Access Rights to Background if Needed for Use of a Party's own Foreground shall be granted on fair and reasonable conditions.

### **2.5.4 Access Rights for Parties entering or leaving the Consortium**

New Parties entering the Consortium

All Foreground developed before the accession of the new Party shall be considered to be Background with regard to said new Party.

### **Parties leaving the Consortium**

Defaulting Party

Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the PMT to terminate its participation in the Consortium.

Non-defaulting Party

A Party leaving voluntarily and with the other Parties' consent shall have Access Rights to the Foreground developed until the date of the termination of its participation. The time limit for its right to request these Access Rights shall start on the same date.

Access Rights to be granted by any leaving Party

Any Party leaving the Project shall continue to grant Access Rights pursuant to the Grant Agreement and this Deliverable with respect to Foreground, Sideground and Background created prior to its departure as if it had remained a Party for the whole duration of the Project.

## **2.6 Non-disclosure of information**

All information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally,

has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days at the latest as confidential information by the Disclosing Party, is “Confidential Information”.

The Recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the Grant Agreement, for a period of 5 years after the end of the Project:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party; whereby an Affiliate of a Party shall not be regarded as a third party under this Agreement, if they are bound by appropriate confidentiality obligations;
- to ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict need-to-know basis; and
- to return to the Disclosing Party on demand all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- the Confidential Information becomes publicly available by means other than a breach of the Recipient’s confidentiality obligations;
- the Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- the Confidential Information was already known to the Recipient prior to disclosure.

The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Party shall promptly advise the other Party in writing of any unauthorised disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party, and comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

ECORailS – Energy efficiency and  
environmental criteria in the awarding  
of regional rail transport vehicles and  
services  
Contract: IEE/08/690  
Dissemination Level: PU

ECORailS\_WP1\_D2  
Document: Project management handbook incl.  
quality management procedures  
Date: 30.06. 2009

The confidentiality obligations under this Deliverable and the Grant Agreement shall not prevent  
the communication of Confidential Information to the European Commission.

### 3 Documentation management

#### 3.1 Confidentiality level

Four confidentiality levels are defined:

- PU: Public,
- PP: Restricted to other programme participants (including the Commission Services),
- RE: Restricted to a group specified by the consortium (including the Commission Services),
- CO: Confidential, only for members of the consortium (including the Commission Services)

#### 3.2 Type of documents concerned

##### 3.2.1 Agenda of the meetings

The agenda of meeting are the documents made in order to know the topic, which will be discussed during the relevant meeting. They are issued before each meeting.

The chairperson of a Consortium Body shall prepare and send each member of that Consortium Body a written (original) agenda within the minimum number of days preceding the meeting. Project Management Team (PMT)	7 calendar days
ECORailS User Platform	7 calendar days

Sending the agenda:

Adding agenda items:  
 Any agenda item requiring a decision by the members of a Consortium Body must be identified as such on the

agenda.

Any member of a Consortium Body may add an item to the original agenda by written notification to all of the other members of that Consortium Body within the minimum number of days preceding the meeting.

Project Management Team (PMT)	2 calendar days
ECORailS User Platform	2 calendar days

During a meeting the members of a Consortium Body present or represented can unanimously agree to add a new item to the original agenda.

The following data have to be included in the agenda of meetings:

- Venue,
- Meeting date,
- Contact: Leader of the meeting,
- Starting and ending time
- Meeting scheduling

Break(s).

**Data name: ECORailS\_WPaaa\_Acc\_[TOPIC]\_YYMMDD\_V.hh.pdf**

### 3.2.2 Minutes of meetings

The minutes of meetings are the documents made to have a sum-up of the presentation, discussion and decisions, which occurred during the relevant meeting. The document must be issued after each meeting.

The chairperson of a Consortium Body shall produce written Minutes of each meeting which shall be the formal record of all decisions taken.

The accepted Minutes shall be sent to all of the members of the Consortium Body and the Coordinator, who shall safeguard them. If requested the Coordinator shall provide authenticated duplicates to Parties. All approved minutes of meeting have to be sent, by the project coordinator, to each member and to the EC if it is requested.

The content of the minutes depends on the nature of the meeting and should contain following items:

- Date
- Venue
- Starting and ending time
- Attendants list (name / organization and signature)
- Content
- Approval of Minutes and Matters Arising (of/from previous Minutes).
- Introduction
- Items addressed
- Decisions taken
- Next actions
- Next meeting

**Data name: ECORailS\_WPaaa\_Mcc\_[TOPIC]\_YYMMDD\_V.hh.pdf**

### 3.2.3 Presentations

In order to optimise the discussion during the meeting, each contributor should send a draft of his presentation to the meeting leader. The presentations have to be in compliance with the template and have to be sent, within one week by e-mail, directly to the leader of the meeting and to the Webmaster of ECORailS to be uploaded in the ECORailS Web site. These presentations will be annexed to the minutes of the meeting.

**Data name: ECORailS\_WPyyy\_Taskyyy\_[TOPIC]\_YYMMDD\_V.hh.ppt**

### 3.2.4 Deliverables

Deliverables are contractual documents.

**Template (see Annex I): ECORailS\_WPaaa\_Dxx\_[TOPIC]\_YYMMDD\_V.hh.doc**

### 3.2.5 Supplementary Reports: Working documents

Working documents are the documents issued by all partner to the project, as :

- Pilot application specifications;



ECORailS – Energy efficiency and environmental criteria in the awarding of regional rail transport vehicles and services

Contract: IEE/08/690

Dissemination Level: PU

ECORailS\_WP1\_D2

Document: Project management handbook incl. quality management procedures

Date: 30.06. 2009

- Methodology reports;
- Report on calculation results;
- Etc ...

### 3.3 The numbering and naming system

The reference number of the document is made of ten or eleven digit, in order to allow the backup under the same reference. The structure of the number is the following:

**ECORailS\_WPa(a.a)\_Bcc\_Free-Text\_YYMMDD\_V.hh**

Where

**aa** Is the reference of the work package (from 1 to 7)

**B** Is the type of document

- A for Agenda of Meetings
- C for the communication documents (fax, letter, etc.)
- D for a deliverable
- M for the minutes of meeting
- T for Template
- W for Working document

**cc** Is the number of reference (for deliverable: its number, starting from 01)

**YY** for the two last digits of the year

**MM** the month (01 to 12)

**DD** for the day (01 to 31)

**h** Version number (begin at .01): The version number changes only after significant modifications

Each partner or associated partner who has an internal procedure for referencing a document shall introduce a double numbering system:

- An internal reference as defined in its organisation.
- The reference of the project as described in that document.

#### 3.3.1 Archiving

##### On paper

Each partner classifies all documents issued by his company. In order to ensure a good traceability of the modifications, he shall also archive all different versions of a document. The project co-ordinator shall also classify all.

##### On computer

Each participant archives all documents issued by its company. The project co-ordinator shall also archive all.

##### Languages

All documents shall be written in English. The following Deliverables have to be additionally written in Danish, German, Italian, Hungarian, Romanian and Swedish:

- D3 Project website and flyer; update in M 8, 15, 22
- D8 Technological overview with regard to energy efficiency and environmental performance, ready to be integrated into the final guidelines version
- D11 Legal and economical input for the final guidelines version
- D22 Final version of the guidelines

### 3.3.2 Setting up / Modification / Review / Approval procedures

#### Distribution for reviewing

Usually, the distribution for reviewing of the document shall be done by the concerned members internally. The distribution of the document is made to the participants who have contributed to the documents, to the members of the concerned partners and the project co-ordinator. For review respectively approval the Project Management Team, Management Board and of course the WP manager shall be integrated in the process.

### 3.3.3 Project library

All the documents produced in the project will be stored in hardcopy and electronic form (Web site) in a central library which will be located at FAV. In addition, there will be “branch” libraries at each partner’s site.

#### The librarian will:

- Check the correctness of the documents identification headers
- Check the coherence of the document numbering and detect any omission in the documents in library;
- Handle a catalogue of documents stored in the library;
- Circulate, periodically, a list of new arrivals in the library.

#### The procedure to get a document:

- Each partner will have free access to all the documents (subject to the confidentiality) archived in the library, by asking the librarian or by access to website.

## 3.4 Typography of document

### 3.4.1 Section Numbering

The sections will be numbered: n; n.n; n.n.n...etc.

The number of levels should, if possible be limited to three.

### 3.4.2 Font, point size and spacing

- Recommended font: Arial or similar
- Recommended point size: 11
- Recommended spacing paragraphs: 0pt before / 6pt after
- Document Title (Font & Size): Capital, bold, Arial, 24
- Heading level 1: Normal, bold, Arial, 16
- Heading level 2: Normal, bold, Arial, 11
- Heading level 3: Normal, bold, Arial, 11
- Heading level 4: Normal, bold, Arial, 11
- Paragraphs will be justified.

### 3.4.3 Figures and tables

Figures and tables shall be labelled as such. Their numbering will include the Section number whiting, which they are presented. Figures and tables will be referenced in the text.

### 3.4.4 Table of Contents

Table of contents is not needed for a short document. If included, it should contain the section and sub-section headings with their starting page number.

### 3.4.5 Contents

The contents of a document should be organised into hierarchical structure. An introductory section, giving an overview of the document and the descriptions of the notations and abbreviations used, is recommended. Each hierarchical unit should have a unique identifier, such as section heading and/or a section number.

### 3.4.6 Header



### 3.4.7 Footer

Page 1 of ...

### 3.4.8 Appendix and Index

Each appendix should have a unique and meaningful title. They should be ordered according to their order of citation in the main text.

## 3.5 Manual and other printed publications

The rules concerning typography etc. may not necessarily be applied to the manual, flyers, and similar documents which are intended to reach a broader public.