

Memorandum of Understanding for the Known Traveler Digital Identity (KTDI) Pilot Project

- a) Considering that in parallel to the implementation of the KTDI Pilot Project global standards are being developed to enable digital travel;
- b) Recognising that participation in de KTDI Pilot Project should not undermine the development of global standards within the ICAO New Technologies Working Group Digital Travel Credentials Sub-Group, but will allow for sharing of lessons learned and will therefore only compliment this;
- c) Considering that parties are free to publish and present the lessons learned of the KTDI Pilot Project;
- d) Considering that participation by passengers is voluntary;
- e) Considering that the General Data Protection Regulation applies to the KTDI Pilot Project.

The purpose of this agreement is to ensure a common understanding among project participants of:

- Third-party vendor engagement;
- Respective roles and responsibilities;
- Intellectual Property Ownership;
- Privacy and security requirements;
- Data confidentiality;
- Financing;
- Communications; and
- Project duration

1. Partners in the KTDI Pilot Project

1.a The partners in the KTDI Pilot Project are:

- Government of the Kingdom of the Netherlands, represented by the Ministry of Justice and Security;
- Government of Canada, represented by the Ministry of Transport;
- Air Canada;
- KLM Royal Dutch Airlines;
- Amsterdam Airport Schiphol;
- Toronto Pearson International Airport;
- Montréal-Pierre Airport;
- World Economic Forum.

These partners will be referred to as 'the Parties'.

1.b Third Party Engagement

Parties may appoint third parties for sub-contracting purposes in order to implement the pilot. Parties shall remain responsible for the acts and omission of their subcontractors. If a Party decides to appoint a third party, that Party will inform all other Parties.

The subcontracting Party shall oblige its subcontractors to comply with the terms of this Memorandum of Understanding.

The third parties that are appointed at the time of signing of this agreement in the KTDI Pilot Project are:

- Accenture;
- Idemia, and
- Vision-Box.

2. Description of the KTDI Pilot

The goal of this project is to develop, deploy, and evaluate the KTDI concept in an operational airport-to-airport pilot project between Canada and the Netherlands. More specifically, Canada, the Netherlands, and the WEF will work with a consortium of public and private partners in order to leverage and deploy the KTDI concept within their business or legislative mandates relative to air travel. Given the technological underpinnings of the KTDI and ongoing initiatives being undertaken by project parties, parties will need to integrate their current systems and processes into the KTDI concept and supporting infrastructure.

It is envisioned that the pilot project will include 5000 – 10000 passenger end-to-end trips facilitated by the KTDI concept. Iterative testing of the pilot will begin during the course of 2020, with the completion of the first trip by end of that year. The operational scope of the pilot project is limited to Air Canada and KLM flights to and from Toronto Pearson and Montreal Trudeau International airports and Amsterdam Airport Schiphol.

Passenger participation in this project will be voluntary and the group of passengers identified to participate in the pilot will be included from the following two groups, and by invitation only:

1. Employees of participating partners (government/airlines/Forum); and
2. Passengers that may be contacted by communications via the airline partners. These passengers will have to be a Dutch or Canadian national, be an adult and must be eligible for entry into the country of which it is not a citizen.

In April 2020, the following deliverables should be met:

1. KTDI enrollment and platform operational for purposes of the pilot;
2. Platform interfaces with at minimum one public and one private entity;
3. Information can be sent in advance to a border management authority to allow for advanced pre-screening and faster processing upon arrival;
4. Set number of passengers can move through the touchpoints as set out in the Operational Concept Design document within the identified end-to-end passenger journey without need for a physical passport, but by making use of biometric identity verification.

Once the deliverables mentioned above are met, the pilot can move on to the actual implementation period, facilitating the 5000 to 10000 end-to-end passenger journeys.

3. Roles and responsibilities

The consortium of public and private partners involved in the KTDI pilot shall be responsible for their own relevant touchpoints in the end-to-end passenger journey given their respective business or legislative mandates relative to digital identity, border management and/or air travel.

4. Intellectual property

In order to facilitate the future expansion of the KTDI concept with more participating parties, the technical solution supporting the KTDI pilot will be interoperable by design. As a consequence, international open standards will be implemented whenever possible since they adhere to this principle.

The technical platform supporting the KTDI pilot will be open source and vendor agnostic.

All (third) parties will provide solutions for which there are multiple options available in the market.

For the purposes of this agreement, Intellectual Property includes, but is not limited to, any copyright, patent rights, reports, documents, improvements, analyses, methodologies, creative materials, discoveries, inventions, processes, designs, plans, and trade secrets, whether of a technical nature or not.

Each Party shall retain full and sole ownership of its own pre-existing Intellectual Property.

All results and Intellectual Property thereto, generated by (a) Party/Parties within the scope of the KTDI pilot project, shall be owned by that Party/Parties. Parties agree that the ownership of results and/or Intellectual Property will not conflict with principles of the pilot such as: open standards/open source and vendor agnostic.

The Parties acknowledge that the Forum will own and register the trademark "Known Traveller Digital Identity", or "KTDI", granting to the other Parties a royalty free, worldwide, non-exclusive, non-transferable license to use the name and logo. Parties shall specify the terms and conditions of the license in a mutually agreed upon license agreement.

5. Privacy and security requirements

Data processing agreements will be entered into when necessary outside of the Memorandum.

Without prejudice to legal or contractual bases already existent, the collection and processing of personal data within the KTDI pilot is based upon consent of the passenger.

The confidentiality, integrity and availability of information will be guaranteed by implementing appropriate measures which will be identified by performing security and privacy assessments.

International standards will be used as guidelines as far as they do not conflict with applicable Dutch and Canadian national laws and standards.

During the testing phases of the Pilot Project, special attention will be paid to information security in order to determine whether the implemented security measures effectively guarantee the confidentiality, integrity and availability of information.

Penetration tests, authorized simulated cyber attacks, may be part of the test phases in order to evaluate the security of the technical solution supporting the KTDI Pilot.

6. Confidentiality

All data that are processed in the context of or while implementing this pilot – amongst which (but not restricted to) personal data and data related to work processes – are confidential and the Parties will undertake the appropriate actions to safeguard this information.

An exception on the aforementioned paragraph is made if and insofar a Party will have to implement a requirement prescribed by law. The other parties will be informed in advance.

An exception is made for all content and technical solutions that has been created by the Parties and third parties. In addition, the Steering Committee can decide to make other information public.

The employees of the Parties and their appointed third parties will sign a confidentiality agreement to comply with this article. The obligation of confidentiality in an employment contract between Parties and their employees or agreed among Parties and third parties in the assignment agreement is equated to a confidentiality agreement.

7. Communication

All (supporting) communications, materials and any public interface supporting this project in relation to the passenger will abide by Canada and the Netherlands official language policies and regulations.

All communications products related to the project will be approved by each project party. Neither party will, in any circumstance, mention its relationship with other parties as it relates to the project in any sort of media vehicle without coordinating activities and press releases with the other project parties.

Neither Party (including employees, officers, agents, students, or assignees) shall use the name, logo(s), trademarks, or other representation(s) of any kind of the other Party in any form of advertising or promotion without the prior approval of the other Party. In any such statement, the relationship of the Parties shall be accurately and appropriately described.

In particular neither Party will issue any press release regarding this Memorandum of Understanding and/or any transaction or collaboration contemplated herein without informing the other parties.

8. Finance

Each Party will bear their respective resource costs associated with their participation in the KTDI Pilot Project and the costs for connecting their systems to the KTDI platform as an in-kind contribution to the project for the duration of the pilot. If a Party appoints a third party, that Party will be responsible for the costs of the third party.

9. Duration and Dismantling of the pilot

The KTDI Pilot will last six months subject to extension should the Parties agree. Without prejudice to legal or contractual obligations already existent, all personal data of passengers processed in the context of the pilot will be irrevocably deleted by all Parties after the end of the pilot.

Within two months after the end of the pilot, the pilot will be evaluated. The outcomes of the evaluation will be submitted to the Steering Committee.

10. Duration of Memorandum of Understanding

This Memorandum of Understanding is valid on the date of signing by all Parties.

When issues arise concerning the implementation of this Memorandum of Understanding, Parties will endeavor in good faith to find a solution.

This Memorandum of Understanding ends at the meeting of the Steering Committee in which the outcomes of the evaluation are presented.

Provisions in this Memorandum of Understanding, depending on their nature, remain valid after termination of this agreement. This applies in particular to the provisions mentioned in paragraphs 4 and 6.

All parties reserve the right to withdraw from both this Memorandum of Understanding and the project without being subject to any monetary penalty or obligations outside of those formerly adopted with Third Party Service providers in support of this project.