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June 2023

# GUIDELINES

## for a MaaS Community

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## 1. BUILDING A MAAS COMMUNITY

### 1.1 What is MaaS

Mobility-as-a-Service (MaaS) is the integration of various transport and mobility services into a single mobility service accessible on demand, making use of digital technologies.

With a single app, users can have information and pay for a wide variety of transport services, such as public transport, shared bikes, scooters and cars, taxis, ride-hailing and car-rental services, and a combination thereof.

MaaS offers an effective alternative to the private car, and it can deliver additional benefits, such as supporting innovative transport policies to protect the environment, and dynamising the local start-up scene.

## 1.2 Why is a MaaS community necessary

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To make MaaS a reality, it is necessary to build a community around it. Experience shows that even when technology is ready, everyone must work together to deliver results for citizens. Individual efforts are not enough to build MaaS.

Public authorities have a role to play to accelerate MaaS for citizens. They can support the governance of the Maas Community; they can provide funds and they can impose obligations.

## 1.3 What type of MaaS Community

To establish our MaaS Community, we intend to pursue what international experts have called an 'Open Enabling Platform'. The Public Authorities define a system of rules following a collaborative approach with the actors of the MaaS ecosystem and can manage a platform to facilitate the relationship between Transport and Mobility Service Providers and MaaS platforms.<sup>1</sup>

Public Authorities act as a MaaS Enabler, a neutral entity that actively supports the governance of the MaaS Community, orchestrates transport and mobility services and facilitates the exchange of data/services to ensure a fair and open MaaS Community for all.

The “Open Enabling Platform” solution may prove to be the most effective in accelerating the development and deployment of MaaS services in a territory, to the benefit of users, businesses and the community.

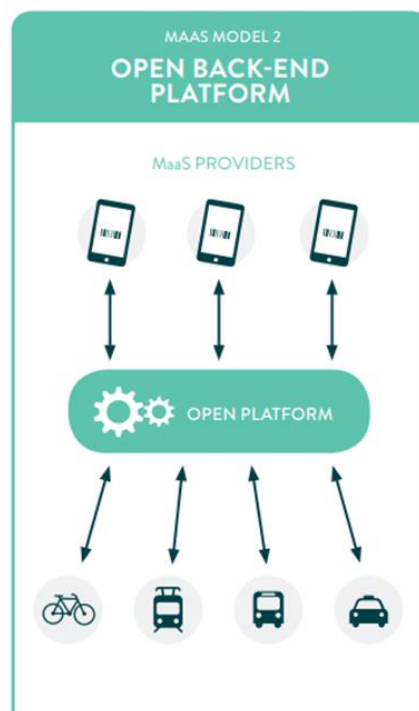


Figure 1: MaaS Model Open Back-End Platform (source: UITP)

<sup>1</sup> Further information:

[https://cms.uitp.org/wp/wpcontent/uploads/2020/07/Report\\_MaaS\\_final.pdf](https://cms.uitp.org/wp/wpcontent/uploads/2020/07/Report_MaaS_final.pdf)

## 1.4 Why Guidelines are needed

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The objective of this document is to build, together with the stakeholders, the foundations of a functioning MaaS Community for Turin and Piedmont.

The guidelines are intended to guide the discussion on principles, rules, rights and commitments for the various actors belonging to the Community.

This sharing process is inspired by other similar initiatives implemented in some European countries, which have produced Guidelines for the construction of MaaS Communities. At local government level, the Île-de-France Region (France) in 2020 published a “Guide de référence sur la mobilité servicielle en Île-de-France”<sup>2</sup> (Reference guide on service mobility in Ile-de-France) and the Flemish Region of Belgium in 2021 published the “Flemish agreement Framework for MaaS”<sup>3</sup>. At the national level, in the UK in February 2022 the Department for Transport launched a public consultation to gather guidance for inclusion in a subsequent Code of Practice for Mobility as a Service<sup>4</sup>.

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<sup>2</sup> Further information: [https://prim.iledefrancemobilites.fr/content/files/2023/02/IDFM\\_Guide-de-reference-pour-la-mobilite-servicielle.pdf](https://prim.iledefrancemobilites.fr/content/files/2023/02/IDFM_Guide-de-reference-pour-la-mobilite-servicielle.pdf)

<sup>3</sup> Further information: <https://www.polisnetwork.eu/news/governing-maas-the-flemish-maas-agreement-framework/>

<sup>4</sup> Further information: <https://www.gov.uk/government/consultations/mobility-as-a-service-code-of-practice>

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## 2. MEMBERS OF THE COMMUNITY

### 2.1 End users

MaaS puts users at the centre of the Community and enables them to make the best choices for their travels, providing quality, complete and real-time information on available mobility options, facilitating payment for services and providing support in case of inefficiency.

By end users we therefore mean all types of citizens who move about the territory: MaaS must be useful to those who are resident in the territory and move about habitually, using a mix of collective and shared transport services; to visitors and tourists, who are unfamiliar with the available transport options; to local citizens who rarely use public transport, promoting an effective alternative to the use of private cars; to weak user groups (people with disabilities or special needs, with lower spending capacity, unfamiliar with technology, etc.) to offer greater inclusion.

The active participation of associations representing users/passengers/consumers in the MaaS Community is welcome.

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## **2.2 Transport and Mobility Service Providers**

The MaaS Community is based on the transport and mobility services provided by existing and future operators and aims to integrate all transport and mobility services active in the region.

Both traditional public transport operators and new providers of mobility services (such as shared fleets of cars, mopeds, scooters and bicycles, ride-hailing, vehicle rental, etc.) are welcome.

Participation will be encouraged in various forms.

The aim is to build a balanced set of rights and obligations for all members of the community. Particular attention is paid to the use that MaaS Operators make of the data shared by the Transport and Mobility Service Providers and to the logic of reciprocity in data access, so that the Transport and Mobility Service Providers also have access to the new data generated by the MaaS Operators. MaaS must generate benefits and value for all participants in the Community.

Participation can be imposed and/or promoted through the different instruments available. It can for example be defined as an obligation in public service contracts, concessions and notices for the operation of mobility services that make use of conditions granted by public authorities (use of land, parking areas, access to restricted traffic zones), etc.

Participation in the MaaS Community can also be voluntary if operators find value and benefits.

It is also important to consider the possibility of introducing demand incentives within the MaaS Community, accessible through the MaaS Operators' platforms and for the use of transport and mobility services provided by Transport and Mobility Service Providers participating in the Community.

Transport and Mobility Service Providers must contractually commit to the MaaS Enabler to share their data, open their APIs and make it possible to broker their services (payment and access) via the MaaS apps of the MaaS Operators belonging to the Community.



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## 2.3 MaaS Operators

MaaS Operators are digital platforms that facilitate the sale and intermediation of a plurality of multimodal transport and mobility services to end users, using technology to facilitate information, journey planning, contracting, payment, access and management of the journey and the post-journey.

The objective of the MaaS Community is to have a competitive marketplace of MaaS Operators, facilitating the deployment of digital mobility services for the benefit of users and citizens, preventing market power positions to the detriment of Transport and Mobility Service Providers and end users. In this way, different market niches and business models can be tested, fostering innovation.

MaaS Operators must contractually commit to the MaaS Enabler to respect the rules of the Community with rights and obligations in the provision of their services, guaranteeing transparency and fairness in the relationship with Transport and Mobility Service Providers and end users, in line with competition law. MaaS Operators must share access to the new data generated with all Community participants (Public Authorities, Transport and Mobility Service Providers, MaaS Enabler), to the extent of their respective competence and usefulness. This includes, but is not limited to, data on the actual use of MaaS services (final balance) or route calculation requests (potential demand).

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## 2.4 MaaS Enabler

The MaaS Enabler acts as an orchestrator that supports the smooth functioning of the MaaS Community and coordinates the relationships among its participants.

Firstly, the MaaS Enabler supports the definition and application of the principles and rules governing the MaaS Community to ensure fairness and contestability in the MaaS market.

Secondly, the MaaS Enabler facilitates the intermediation of data and services between Transport and Mobility Service Providers and MaaS Operators. On one hand, it helps determine the data and API (Application Programming Interface) standards accepted by the Community. On the other hand, when necessary, it provides the infrastructure in terms of cloud resources for data storage and exchange, making B2B - Business to Business - services available to participants without entering into contracts with end users. The MaaS Enabler will make use of the facilities developed by the Italian government in the framework of the 'MaaS4Italy' project and may develop further infrastructure if necessary.

Third, the MaaS Enabler facilitates the collection of data generated by MaaS Operators to be shared with the rest of the Community, data sharing being a two-way street.

The MaaS Enabler does not aim to exclude other options from the market. Other solutions for MaaS service delivery are possible and could offer value. MaaS Operators may choose to remain outside the MaaS Community and build their own business solutions without having access to the data shared with the Community by Transport and Mobility Service Providers.

The MaaS Enabler does not intend to prescribe the business model to be developed.

5T has been identified by the Piedmont Region as MaaS Enabler. These guidelines, following approval by Piedmont Region, are published by 5T as an example of the enabler role that may be played in the future by the MaaS Enabler for the MaaS Community in Turin and Piedmont.

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## 2.5 Public Authorities

In addition to their role as MaaS Enablers, Public Authorities perform several other functions within the MaaS Community.

They define transport policies and establish public service obligations, **ensuring a regulatory framework** for the operation of mobility services.

They share data with the MaaS Operators on services intermediated to end users, in accordance with the rules of the Community. This data sharing enables the Public Authorities to **act as policy makers** and to take effective measures to promote equity and sustainability in the Community.

Furthermore, Public Authorities **actively promote** the MaaS Community, acting as promoters and overseeing the adoption of rules and the resolution of conflicts between the actors involved.

They can provide public tools, infrastructures and incentives to foster the development and delivery of MaaS services, attract end-users and transport operators, thus contributing to the growth and contestability of the MaaS market.

The engagement of public authorities as active promoters of the MaaS Community is essential to guarantee the success and sustainability of the collective and shared mobility system.

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## 2.6 Other parties in the MaaS Community

- **Providers of transport-related services**

Transport and Mobility related services Providers such as parking operators, electric charging infrastructure, tolling, digital platforms, insurance companies, etc. may be interested in joining the MaaS Community.

- **Other services**

Some services from other sectors could be intermediated in the MaaS market, in addition to transport and mobility services, such as events, accommodation, sports, tourism, etc. Furthermore, the MaaS Community could attract start-ups, enterprises, software developers, digital service providers to develop innovative services.

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## 3. PRINCIPLES THAT GUIDE THE COMMUNITY

The MaaS Community is based on a set of shared principles. These principles determine the definition and application of the rules.

### 3.1 User at the centre

#### *Freedom of choice and customised services*

The guiding principle in the MaaS Community is to enable and give free choice to the citizen to use all the different transport and mobility options available.

The ultimate goal of MaaS is to provide effective tools so that the end user 1) has access to all relevant information on available transport and mobility options, including real-time information; 2) can choose the best available option; 3) can pay and use the service easily; and 4) receives assistance in case of problems during or after the journey.

Technology is a tool that must be used for the benefit (and not to the harm) of the dignity of the individual. MaaS wants to enable citizens to make personalised, autonomous, informed, conscious choices, using the available transport and mobility services according to their needs and preferences.

## 3.2 Social objectives

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*Making transport and mobility more sustainable and accessible*

MaaS can strengthen long-term social objectives such as sustainability and accessibility in transport. It can help reduce the use of private vehicles and the negative externalities generated; it can improve social cohesion and inclusiveness by promoting healthier and more active lifestyles. The smartest and most liveable cities tend to attract more investment, thus creating new businesses and job opportunities, and producing value.

### 3.3 Fairness

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#### *A fair and sustainable Community*

A fair and sustainable community is able to define a correct balance between the rights and duties of the different actors, so that all actors have the opportunity to seize the benefits of innovation, no actor gains a disproportionate advantage and no member is harmed.

The general principle of fairness includes several principles to make it effective: open access, transparency, non-discrimination.

**Open access** to the Community for all stakeholders who commit to share its values and comply with the obligations of each stakeholder. Open access will apply to end users, as they will have the right to enter into contracts with MaaS Operators and Transport and Mobility Service Providers, and access can only be refused on objective and non-discriminatory reasons.

**Transparency** is another principle to ensure fairness. It implies the clear and transparent accounting of all the necessary information to ensure an informed and fair decision-making process. It applies to the conditions for the provision of services to end-users by Transport and Mobility Service Providers and MaaS Operators. It also applies to the relationship between MaaS Operators and Transport and Mobility Service Providers.

Finally, **non-discrimination** is a principle related to fairness. All members of the MaaS Community undertake to apply the same conditions to those in a similar situation, in terms of access to services and conditions, including tariffs. Any difference shall be objectively justified.

Some examples of specific obligations for MaaS Operators may be: access to all information and services, protection of Transport and Mobility Service Providers, classification and recommendation for passenger protection, display of interfaces and protocols, contract termination and suspension, and data portability.

## 3.4 Contestability

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### *Competition in the MaaS market*

MaaS Communities aim to be competitive and non-monopolistic. Monopolies in the provision of services by MaaS Operators will be actively discouraged.

MaaS Communities aim to counteract the tendency of the “winner-takes-it-all” concept, or at least the tendency towards concentration, to the benefit of end-users and transport and mobility service providers.

To achieve this goal, it is necessary to adopt obligations not to use data to distort competition or create competitive advantages and obligations not to discriminate between the different service providers belonging to the Community. Constraints and clauses favouring specific entities or limiting data portability must be avoided.



### **3.5 Sharing**

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*A Community that shares principles, data and more*

The MaaS Community has to share data and principles, to ensure the coordination of different modes of transport and mobility using digital technologies. Coordination can be facilitated and automated through the use of Artificial Intelligence algorithms.

Transport and Mobility Service Providers must share data and information on services, fares, commercial offers, such as data on services (timetable and general conditions of service), prices (fares, discounts, etc.), real-time information (vehicle location, accidents, delays, etc.) and ex-post information (refunds, accidents, lost items, etc.).

Sharing is not limited to data, but must be extended to payment and access, Transport and Mobility Service Providers must allow MaaS Operators to distribute tickets and payment and to access their services. This is a fundamental condition for the success of MaaS services.

Reciprocity in data sharing is equally important. Transport and Mobility Service Providers must in turn receive data from MaaS Operators, as they have data on the actual use of transport and mobility services, end-user profiles, etc. At present, MaaS Operators have no legal obligation to share historical data with Transport and Mobility Service Providers. These obligations will be undertaken voluntarily by the MaaS Operators, in the form of a contract, as a condition for joining the MaaS Community. Data sharing obligations, including data portability obligations, will improve contestability in the provision of MaaS services.

MaaS Operators must share with the Public Authorities all data on services intermediated to end-users, in accordance with the rules of the Community, thus enabling the Public Authorities to act as policy makers.

Data sharing requires standardisation: standards on data meaning, data quality, APIs. It is not the aim of the MaaS Community to create specific standards, but use already existing standards for all modes of transport and mobility.

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Furthermore, data sharing requires an infrastructure, and can take place bilaterally between the members of the MaaS Community, but can also take place in data centres that aggregate data so that the entire Community can access and use it. The MaaS Community will promote the efficient use of existing infrastructures, such as the Regional Access Point, the National Access Point and the nationally established DS&SRF.

Reciprocity in data sharing is therefore important to improve contestability in the provision of MaaS services.

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### **3.6 A Community promoted by Public Authorities**

Public authorities play an active role in promoting the MaaS Community. They can promote the adoption of a system of rules and actively supervise the fairness and sustainability of the Community.

They may act as MaaS enablers and provide tools and infrastructures to facilitate the development and delivery of MaaS services on their territory and the resolution of conflicts between the different actors in the Community.

They may also consider making public incentives available to the MaaS Community to achieve social objectives, e.g. by supporting the mobility demand of end users to promote a change in mobility behaviour (through incentive mechanisms such as discounts, vouchers, cashback).

MaaS communities require a critical mass of end-users to be successful. The investments needed to attract end-users are significant and the availability of incentives for the use of Transport and Mobility Service Providers can foster the growth and contestability of the MaaS Operators' market, to the benefit of the whole MaaS Community.

Under certain conditions justified by the public interest, economic incentives may also be defined to attract Transport and Mobility Service Providers into the MaaS Community, conditional on the possibility of intermediation of transport and mobility services by MaaS Operators, according to the modalities established by the Community.

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## **4. A MaaS COMMUNITY WITH EFFECTIVE RULES**

A MaaS Community needs rules in order to guide the behaviour of participants according to shared principles and to ensure that all participants benefit from the value of the Community in a balanced way. Participants will be required to formally commit to following the rules: compliance will be monitored and violations sanctioned. At the same time, conflict resolution procedures will be established.

### **4.1 How rules are defined**

These Guidelines take on an operational character in that they define the rules governing the MaaS Community, which pursue the objective of giving relevance and effectiveness to the Community principles.

The objective is not to rigidly regulate the MaaS Community but, on the contrary, to adopt the minimum rules necessary for the creation and acceleration of the community, reducing barriers to entry and overcoming market failures, which have so far prevented the growth of MaaS services in the market.

The rules must be flexible, as they have to accompany the evolution of the community and be progressively adapted according to this evolution. At the same time, the business models that support MaaS must also evolve, increasingly responding to sustainability objectives. To this end, mechanisms for a continuous review of these rules will be introduced.

This document constitutes a first draft of the aforementioned Guidelines, with the aim of promoting a discussion on the subject, in which all interested parties can make proposals for improving the rules themselves. All members of the MaaS Community will be able to participate in the review process, in order to ensure that the rules are up-to-date, respond to the real problems of the community and are not disproportionate.

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From a legal point of view, the rules defined in the document will be incorporated in the contracts to be signed between the MaaS Enabler and the members of the MaaS Community, which may take one of the following forms:

- Standard contract between the MaaS Enabler and the Transport and Mobility Service Providers.
- Standard contract between the MaaS Enabler and the MaaS Operators.
- Standard contract between the MaaS Enabler and other members of the Community (universities, technology developers, passenger associations and other actors).

Through these standard contracts, the terms for sharing data and the conditions that must be fulfilled by Community members in order to obtain access to the data will be defined. Conditions will also be defined for all members to benefit from any financial incentives provided by public authorities and managed by the MaaS Enabler.

The duration of standard contracts should not exceed one year in the launch phase and two years in the subsequent phase, in order to ensure continuous improvement and adaptability to evolving Community rules.

Where necessary, Community members will be able to complement the standard contracts with contracts to manage their bilateral relations, which may regulate commercial and financial issues, in particular with regard to vertical relations between Transport and Mobility Service Providers and MaaS Operators, e.g. related to the management and resale of tickets, tickets and payments, cash flows and other contractual terms. Such bilateral contracts should respect the principles and rules of the MaaS Community.

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## 4.2 How rules are enforced

The aim is to adopt a soft approach: no new public law instruments are to be established to monitor and sanction violations but, on the contrary, the MaaS Community participants themselves will be asked to monitor each other's actions. Sanctions will therefore take the form of the reduction of rights in the Community and, ultimately, the suspension of participation in the Community, rather than sanctions in the form of fines or penalties imposed by public authorities.

The rules of the MaaS Community will be enforced as contractual obligations defined in the standard contracts between the participants and the MaaS Enabler, and these will govern the legal consequences defined in the standard contracts.

With regard to relations between members of the Community, each member will be able to monitor the behaviour of the other members with whom he or she deals bilaterally. Contractual obligations will be imposed on the members themselves, such as sharing data and statistics on their activities. In this way, each member will have a broad visibility of the behaviour of other members, allowing compliance to be monitored on an overall level. The MaaS Enabler will also monitor compliance and adherence to the rules, but its role will be mostly secondary and supportive in identifying violations and bad practices.

In the event of violations, penalties will be imposed following a gradual approach: first violations will be subject to lighter penalties, usually in the form of limitations on rights, such as a reduction in access to data shared with the violating party. However, if violations become persistent, access to data sharing and other rights will be temporarily suspended. Finally, the most severe sanction will be the termination of participation in the MaaS Community.

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### **4.3 How conflicts are resolved**

In order to ascertain the existence of contractual breaches, or even to settle disputes concerning obligations entered into, conflicts will be resolved by arbitration, which must be included in all contracts concluded between the parties to the MaaS Community.

In case of conflict, any member of the Community, including the MaaS Enabler, may initiate arbitration against the other members of the Community.

The arbitration shall be conducted by three arbitrators holding the following positions: one representative of the Transport and Mobility Service Providers, one representative of the MaaS Operators and one representative of the MaaS Enabler.

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## **5. THE RULES**

This document defines the rules governing the behaviour of members of the MaaS Community.

### **5.1 MaaS Operators**

#### *Point of contact*

MaaS Operators designate a single point of contact, enabling them to communicate directly, electronically, with the MaaS Enabler, Transport and Mobility Service Providers and Public Authorities.

#### *Requests for information*

Upon a request for information from the MaaS Enabler or a Public Authority to one or more MaaS Operators, based on the contract, the requested operators shall, without undue delay, provide the requested information.

#### *Terms and Conditions*

MaaS Operators apply general terms and conditions of access that are reasonable, fair and non-discriminatory to Transport and Mobility Service Providers and end users of their MaaS services and, where applicable, to software application distributors and shops, online search engines and online social networking services. To this end, the MaaS Operators shall publish general terms and conditions of access, including an alternative dispute resolution mechanism, and, for its part, the MaaS Enabler shall assess whether the terms and conditions comply with this paragraph.

#### *Termination*

MaaS Operators must not have disproportionate general conditions for terminating the provision of a MaaS service; therefore, they must define termination conditions that can be exercised without undue difficulty.

#### *Illegal services*

In case the MaaS Enabler initiates a legal procedure concerning one or more specific elements of the transport/mobility services, the MaaS Operators shall inform the MaaS Enabler of any effect given to the order, without undue delay, specifying if and when the order has taken effect.



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## Statement of reasons

MaaS Operators shall provide a clear and specific justification to any Transport and Mobility Service Providers for any of the following restrictions: (a) any restriction on the visibility of information or services, including removal, disabling of access or downgrading; (b) suspension, termination or other restriction of monetary payments; (c) suspension or total or partial termination of service provision; (d) suspension or termination of the service account.

The statement of reasons must contain at least one of the following information: (a) information about the action, its territorial scope and its duration; (b) the facts and circumstances on which the decision was based including, where relevant, information as to whether the decision was taken following a notification submitted by a third party or on the basis of voluntary own-initiative investigations; (c) where applicable, information on the use of automated means to take the decision, including information on whether the decision was taken in relation to content and services detected or identified by automated means; (d) if the decision relates to supposedly unlawful services, a reference to the legal ground invoked and explanations as to why the decision is considered unlawful; (e) if the decision is based on the supposed incompatibility of the information with the terms and conditions of the MaaS Enabler, a reference to the contractual ground invoked and explanations as to why the information or service is considered incompatible with that ground; (f) clear and easy-to-read information on the possibilities for appeal in relation to the decision, in particular, where applicable, through internal complaint handling mechanisms, out-of-court dispute resolution and judicial review.

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## *Online interface and advertising*

MaaS Operators design, organise or manage their online interfaces in a clear and fair manner, i.e. in such a way that they do not deceive or manipulate the recipients of their service or in such a way that they do not distort or otherwise impair the ability of the recipients of their service to make free and informed decisions. MaaS Operators, who present advertisements on their online interfaces, shall ensure that their service recipients are able to identify: (a) that the information is an advertisement; (b) the natural or legal person on whose behalf the advertisement is presented; (c) the natural or legal person who paid for the advertisement if that person is different from the natural or legal person referred to in (b); (d) meaningful information directly and easily accessible from the advertisement about the main parameters used to determine the recipient to whom the advertisement is presented and, where appropriate, how to change those parameters.

## *Ranking and recommendations*

The criteria used to rank the travel options of different Transport and Mobility Service Providers or combinations of them, or both, must be transparent and not be based on any factor directly or indirectly related to the identity of the user or, if applicable, the commercial consideration for re-use of the data, and will be applied on a non-discriminatory basis to all participating users. The first main presentation of the travel itinerary shall not mislead the end user.

MaaS Operators using ranking and recommendation systems must state in the "terms and conditions" section, in clear and understandable language, the main parameters used in their recommendation systems, as well as any options for service recipients to modify or influence these main parameters.

The main parameters must explain why certain information or services are recommended to the service receiver and must include at least: (a) the most significant criteria for determining the information or service; (b) the reasons for the relative importance of those parameters. Where more than one option is available, MaaS Operators shall provide a functionality that allows end-users to select and change their preferred option at any time. This functionality is directly and easily accessible from the specific section of the online interface where information is prioritised.

MaaS Operators may be subject, at the request of the MaaS Enabler, at their own expense and at least once a year, to independent audits to assess compliance with what is required. Where possible, MaaS Operators should provide information on greenhouse gas emissions of different transport modes to facilitate and support users in choosing sustainable travel modes. MaaS Operators are also strongly encouraged to allow direct customer feedback on service quality.

### Legal actions

MaaS Operators shall not prevent or restrict, directly or indirectly, Transport and Mobility Service Providers or end-users from raising any issue of non-compliance with relevant European Union or national government law by the MaaS Operator with any relevant Public Authority, including national courts, in relation to any practice of the MaaS Operator.

### Data sharing (1)

The MaaS Operators shall provide each Transport and Mobility Service Provider, as well as third parties authorised by it, at their request and free of charge, with access to the MaaS Operators' performance measurement tools and data necessary for the Transport and Mobility Service Providers to perform their own independent verification of the services contracted by end users, including aggregated and non-aggregated data. This data must be provided in a way that enables Transport and Mobility Service Providers to use their own verification and measurement tools to assess the performance of the core services provided by MaaS Operators.

### Data sharing (2)

The MaaS Operators shall provide each Transport and Mobility Service Providers and third parties authorised by them, at their request and free of charge, with effective, high quality, continuous and real-time access to and use of aggregated and non-aggregated data - including personal data provided or generated in the context of the use of the service - provided in conjunction with or in support of the relevant MaaS services. With Regarding personal data, the MaaS Operators must only provide such access and use if the data is directly related to the use made by end-users in connection with the products or services offered by the relevant MaaS Operators of transport and mobility services, through the relevant MaaS service, and when end-users choose such sharing by giving their consent.

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### Data sharing (3)

The MaaS Operators shall provide each Transport and Mobility Service Providers on a daily basis to each Transport and Mobility Service Provider who so requests, or to third parties authorised by the latter, free of charge information relating to each Transport and Mobility Service, such as:

- a) the remuneration received by the MaaS Operators and the fares paid by such Transport and Mobility Service Providers, including any deductions and surcharges, for each of the relevant services provided by the MaaS Operators;
- b) the price paid by each end user, including any deductions and mark-ups;
- c) the metrics on which each of the prices and remunerations are calculated.

MaaS Operators shall provide, free of charge, information on the average daily price paid by end-users for each service, including any deductions and mark-ups, and other statistically relevant information.

### Data sharing (4)

MaaS providers will provide data in previous sections on data sharing also to public authorities at their request, duly anonymized.

Data will be provided to the MaaS enabler, who will make it available to competent public authorities.

### Not using data to compete

MaaS Operators shall not use, in competition with the Transport and Mobility Service Providers, non-publicly available data generated or provided by such Transport and Mobility Service Providers in the context of intermediation by the MaaS Operator or services provided in conjunction with or in support of the relevant MaaS service, including data generated or provided by customers of such Transport and Mobility Service Providers.

Non-publicly available data includes all data, aggregated and non-aggregated, generated by Transport and Mobility Service Providers, which may be inferred or collected through the business activities of the Service Providers or their customers, including search, display and voice data, on the relevant MaaS Operator's app or web or on the services provided in conjunction with or in support of the relevant MaaS Operator.

### Data portability

The MaaS Operators shall provide end-users and third parties authorised by an end-user, at their request and free of charge, with effective portability of data provided by the end-user or generated through the end-user's activity in the context of the use of the relevant MaaS Operators' services, including by providing free of charge tools to facilitate the effective exercise of such data portability and also by providing continuous real-time access to such data.

### No exclusivity clause

Transport and Mobility Service Providers may offer the same products or services to end users through other MaaS Operators, other intermediaries or through their own sales channel (online or offline) at different prices or conditions than those offered through the MaaS Operator.

### No self-preferencing

MaaS Operators shall not treat services produced by the MaaS Operators themselves more favourably in their ranking and indexing and scanning than similar services offered by another Transport and Mobility Service Providers. MaaS Operators shall apply transparent, fair and non-discriminatory conditions to such ranking.

### Offers and promotions

The MaaS Operators allow Transport and Mobility Service Providers, free of charge, to communicate and promote offers, even under different conditions, to end users acquired through their MaaS service or through other channels, and to conclude contracts with such end users, regardless of whether they use the MaaS Operator's services for this purpose.

### Access to services

MaaS Operators enable end-users to access and use, through their services, content, subscriptions, features or other elements, using the software application of a Transport and

Mobility Service Providers, even if those end-users have purchased such elements from the relevant Transport and Mobility Service.

### Tying

MaaS Operators do not require Transport and Mobility Service Providers, or end users, to subscribe to or register for any other service as a condition of using, accessing, subscribing to or registering for any MaaS Operator's transport and mobility services.

MaaS Operators do not require end users to use, or Transport and Mobility Service Providers to use, offer or interact with, an identification service, web browser engine or payment service or technical services that support the provision of payment services, such as payment systems for in-app purchases, of such MaaS Operator in the context of the services provided by the Transport and Mobility Service Providers using the services of such MaaS Operator.

### Access to data

MaaS Operators will have the right to access all data made available by Transport and Mobility Service Providers and others, according to the standards and quality defined by the MaaS Enabler, with the API standards defined by the MaaS Enabler.

### Data exchange

The exchange of data will take place via the centralised infrastructure made available by the MaaS Enabler (including the DS&SRF made available by the Italian government), or bilaterally, if agreed upon by the community member.

### Data reuse

Rights in terms of data re-use will be defined in the contract between the MaaS Operators and the MaaS Enabler and will be permitted when imposed by applicable law. Otherwise, restrictions on the re-use of Transport and Mobility Service Providers' data will be contractually imposed in order to ensure the balance of rights and obligations in the MaaS Community. In case of re-use of static and dynamic travel or traffic data, the source of such data shall be indicated, as well as the date and time of the last update of the static data.

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## Intermediation

MaaS Operators will have the right to distribute the transport and mobility services operated by the Transport and Mobility Service Providers participating in the MaaS Community, following the principles, rules and obligations defined in the MaaS Community.

## Service suspension

MaaS Operators have the right to suspend, for an appropriate period of time and upon prior notice, the provision of their services to end users who seriously violate the terms and conditions of provision of the MaaS service and the underlying transport service, or who frequently violate the terms and conditions.

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## **5.2 Transport and Mobility Service Providers**

### *Point of contact*

Transport and Mobility Service Providers designate a single point of contact, enabling them to communicate directly, electronically, with the MaaS Enabler and the Public Authorities.

### *Requests for information*

When the MaaS Enabler or a Public Authority makes a request for specific information on one or more specific service recipients, the Transport and Mobility Service Providers shall, without undue delay, provide the requested information.

### *Illegal services*

Upon receipt of an order to act with respect to one or more specific illegal content or Transport and Mobility Service Providers, issued by the MaaS Enabler, on the basis of the contract, the Transport and Mobility Service Providers shall inform the MaaS Enabler of any effect given to the order without undue delay, specifying whether and when the order was given effect.

### *Terms and Conditions*

Transport and Mobility Service Providers apply fair, reasonable and non-discriminatory terms and conditions to MaaS Operators for access to their information, data, services and sales. For this purpose, the Transport and Mobility Service Providers shall publish general terms and conditions of access and the MaaS Enabler shall assess whether the published general terms and conditions comply with this paragraph.

### *Termination*

Transport and Mobility Service Providers shall not have disproportionate general conditions for terminating the provision of a MaaS service. Transport and Mobility Service Providers shall ensure that the termination conditions can be exercised without undue difficulty.

### *Legal actions*

Transport and Mobility Service Providers do not directly or indirectly prevent or restrict MaaS Operators or end-users from raising issues of non-compliance with relevant European Union or national government law with any competent public authority, including national courts, in relation to transport and mobility practices.



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## Digitisation

Transport and Mobility Service Providers need to digitise static and dynamic data and services and APIs in interoperable formats and protocols to exchange data and services with MaaS Operators.

## Data quality

Transport and Mobility Service Providers must have accurate and reliable travel information. When changes occur, relevant data should be updated by Transport and Mobility Service Providers in a timely manner. When inaccuracies are detected, they should be corrected in a timely manner.

## Data sharing

Transport and Mobility Service Providers must allow MaaS Operators to access data, according to the standards and quality defined by the MaaS Enabler, with the API standards defined by the MaaS Enabler.

## Intermediation

Transport and Mobility Service Providers must enable MaaS Operators to access, bilaterally or via the infrastructure provided by the MaaS Enabler, the sales interface of their own payment and access systems, in order to: 1) purchase a transport/mobility service or product at a basic price that, as a minimum, entitles the passenger to a single trip; the right to travel must be easily verifiable by means of generally applied technology; 2) book a single trip or transport, the exact price of which is not known at the time the service starts, or which will otherwise be paid by mutual agreement after the service has been provided. Transport and Mobility Service Providers opening a payment and ticketing system interface must work with the MaaS Enabler to facilitate the necessary practical arrangements.

Transport and Mobility Service Providers, or actors operating a payment or ticketing system on their behalf, must allow MaaS Operators access to the sales interface of their payment and ticketing systems or, where necessary, provide access to the systems via another electronic transaction channel and allow MaaS Operators with the right of access to purchase tickets or other products at the request of the service user, on their behalf, enabling them to use the mobility services, using the service user's existing identification and account information.

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In the case of a ticket that includes a discount, refund or special condition related to the mobility service offered, the Transport and Mobility Service Provider must allow the MaaS Operators to access the system via an interface or other electronic transaction channel and then grant the MaaS Operators the right of access to purchase, at the request of the end user on his/her behalf, products that entitle him/her to use the discount, refund or other special condition that enable the service to be used using the service user's existing identification and account information.

Access to the interface or system must be provided without any conditions limiting its use; therefore, access to information must not be denied if the requesting MaaS Operator is a member of the MaaS Community. If this is not the case, the requesting MaaS Operator must be provided with a reasoned justification for the denial, such as, for example, the compromise of IT security and the confidentiality of the service.

The scope of access must be sufficiently large so that transport and integrated mobility operators can provide their services efficiently and without restrictions.

Personal data may only be processed in connection with a transaction on behalf of another party to the extent necessary to verify the identity and execute the transaction. Identity must be reliably verifiable when establishing or substantially changing the relationship to act on behalf of another party. Identity must also be verifiable in connection with a transaction on behalf of another party.

### Responsibility

Where an information society service is provided that consists of the storage of information provided by a recipient of the service, the service provider shall not be liable for the information stored at the request of a recipient of the service, provided that the provider: (a) does not have actual knowledge of unlawful activity or illegal content and, in respect of claims for damages, is not aware of facts or circumstances from which the unlawful activity or illegal content is inferred; or (b) after obtaining such knowledge or awareness, acts expeditiously to remove or disable access to the illegal content.

## Access to data

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Transport and Mobility Service Providers will have the right to access all data made available by MaaS Operators and others, according to the standards and quality defined by the MaaS Enabler, with the API standards defined by the MaaS Enabler.

### **5.3 MaaS Enabler**

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The MaaS Enabler shall not use the data for which it provides brokering and intermediation services for purposes other than making them available to the users who own the data.

The commercial terms, including prices, for the provision of brokering services to a data owner or user (entities that share data with other parties) do not depend on whether the data owner or user uses other services provided by the same intermediation.

The data collected regarding any activity of a natural or legal person for the purpose of providing the data brokerage/intermediation service, including date, time and geolocation, duration of activity and connections with other natural or legal persons, is only used for the development of the data brokerage/intermediation service, which may involve the use of data for fraud detection or information security purposes, and is made available to the data controller on request.

The MaaS Enabler facilitates the exchange of data in the format in which it receives them from the data subject or data owner, converts them into specific formats only to improve interoperability within and across sectors, or if requested by the data user, or where required by European Union law or to ensure harmonisation with international or European data standards, and offers data subjects or data owners the opportunity to opt out of such conversions, unless the conversion is required by European Union law.

Data brokerage/intermediation services may include offering specific additional tools and services to data owners or data subjects for the specific purpose of facilitating data exchange, such as temporary storage, curation, conversion, anonymisation and pseudonymisation. However, these tools may only be used at the express request or approval of the data owner or data subject, and in the case of third-party tools offered in this context, these must not be used for other purposes.

The MaaS Enabler ensures that the access procedure to its service is fair, transparent and non-discriminatory both for data subjects as well as for data owners and data users, including with regard to prices and terms of service.

The MaaS Enabler that provides data brokering/intermediation services must have procedures in place to prevent fraudulent or abusive practices against persons requesting access through its data brokering/intermediation services.

The MaaS Enabler shall, in the event of insolvency, ensure reasonable continuity in the provision of its data brokering services and, where such services ensure the storage of data, have mechanisms in place to enable data subjects to obtain access to, transfer or retrieval of their data and, where such data brokering services are provided between data subjects and data users, enable data subjects to exercise their rights.

The MaaS Enabler shall take appropriate measures to ensure interoperability with other data brokering/intermediation services, inter alia by means of open standards commonly used in the sector in which the data brokering service provider operates.

The MaaS Enabler shall implement appropriate technical, legal and organisational measures to prevent the transfer of or access to non-personal data unlawful under Union law or the national law of the Member State concerned.

The MaaS Enabler shall inform the data controller without delay in the event of unauthorised transfer, access or use of the non-personal data it has shared.

The MaaS Enabler shall take the necessary measures to ensure an adequate level of security for the storage, processing and transmission of non-personal data, and the data brokerage/intermediation service provider shall also ensure the highest level of security for the storage and transmission of competitively sensitive information.

The MaaS Enabler offering services acts in the best interests of data subjects, where it facilitates the exercise of their rights, in particular by informing and, where appropriate, advising data subjects in a concise, transparent, intelligible and easily accessible manner about intended uses of data by users and the standard terms and conditions associated with such uses, before the persons concerned give their consent.

If a data brokerage/intermediation service provider provides tools to obtain data subjects' consent or authorisations to

process data made available by data controllers, it specifies, where appropriate, the jurisdiction of the third country where the data is to be used and provides the data with tools to both give and revoke consent to process the data.

The MaaS Enabler must maintain a record of data brokering/intermediation activity.