



Conditions for the availability of Data NetMob 2026 Data Challenge

These terms and conditions constitute a legal agreement between every single person participating in the Challenge called NetMob 2026 Data Challenge (“Netmob” or the “Challenge”), an open scientific challenge initiated by the Municipal Government of Niterói with Fluminense Federal University (“UFF” or “Data Partner”), a public institution of higher education based in Niterói-RJ, whose registered office is at stressest Miguel de Frias, 9, in Icaraí, Niterói - RJ, which agrees to provide the Participants with different sets of Data. Access to these sets of Data is only possible within the Challenge to which the Data Partner desires to take part by availing the sets of Data. Data for NetMob aims to derive and exploit insights from GPS recordings of public transportation and urban mobility patterns that are representative of Niterói’s population, as defined hereunder.

Participants who contribute to the Challenge will aim to analyze Data and, when possible, cross-reference it with other databases from other sources, including institutional sources. Data Partner agrees to provide Data to Participants who have been selected to participate in the Challenge, under the following terms and conditions, which each Participant must sign.

Article 1 - Definitions

- 1.1. Participant means any physical person, researcher, who is part of a research team (Research Team) and is selected and vetted by the Committee to participate in the Challenge.
- 1.2. Data Partner means the entity of the Challenge agreeing to provide Participants with different sets of Data, here represented by UFF.
- 1.3. Committee means the entity of the Challenge composed of researchers and UFF professors who organize the Challenge.
- 1.4. The Data consists of passive GPS recordings collected from public transportation vehicles operating in Niterói, representing the urban mobility dynamics of the local population. The dataset includes real-time GPS telemetry records collected at regular intervals during daily operations of the public transportation system over the course of March 2026. The dataset was produced as part of a broader urban mobility and public transportation monitoring initiative conducted in partnership with the local transportation authority. The GPS data includes vehicle identifiers, timestamps, route identifiers, latitude and longitude coordinates, vehicle headings, route names, destinations, and travel directions. In addition to the mobility data, the dataset also contains complementary aggregated information derived from ticketing systems and operational records, including passenger boarding statistics, fare categories, and route-level demand indicators. Auxiliary meteorological data, such as temperature, precipitation, solar radiation, and wind conditions, may also be included to support multimodal urban mobility analyses. The data will be stored on secure servers managed by the participating institutions and made available to Participants exclusively for the purposes of the Challenge.
- 1.5. Participant Email means the e-mail address declared and used by the Participant for the data request form and for all correspondence and notifications with Data Partner during the Data Challenge.

- 1.6. Results mean the submitted written deliverables (documents, software, apps, maps, etc) handed over by the Participants to the Committee, containing the solutions/analysis proposed by the Participants within the Challenge. Based on this document and its contents, the Committee will determine the winners. Among the analysis, Results may also contain tables, maps, and graphics, but no Data.
- 1.7. Rules of the Challenge means the terms and conditions edited and provided by UFF under which the Challenge is organized.
- 1.8. Personal Undertaking means the terms and conditions that each Participant will have to adhere to participate in the Challenge. Such Personal Undertaking is available at the following URL: <https://forms.gle/KWAVtdJgSZ4s4i8f6>.
- 1.9. Organization refers to the main entity affiliating the research team and agreeing to participate in the Data Challenge, as stated in the Data Request form.

Article 2 - Eligibility to the Challenge

- 2.1. To be able to participate in the Challenge, a Participant has to be selected and vetted under the Rules of the Challenge and agree and abide personally by the Personal Undertaking. If the Participant's application is accepted, a unique access key per data set will be sent to the Participant's Email to download the Data from a web server.
- 2.2. If Data Partner is required to do so by law or if the continuation of the Challenge is, in Data Partner's opinion, no longer viable, or if the Participant uses the Data in a way which in the reasonable opinion of Data Partner harms the reputation of, may give rise to fraudulent activities (for instance linked to privacy concerned) or raises issues for Data Partner or its affiliates or if the Participant breached these terms and conditions, Data Partner may at any time suspend access to the Data or terminate the participation to the Challenge by sending a written notice to the Participant Email. Participant commits to immediately destroying the data from all supports within a week of receipt of the written notice. In such a case, the Participant will not be authorized to communicate, publish, or present any Results based on the Data provided by the Data Partner.
- 2.3. The Participant may in no circumstances be considered as UFF staff, employees, agents, or contractors.
- 2.4. The Participant shall comply with all applicable local laws and regulations, as applicable.

Article 3 - Ownership — IPR - License

- 3.1. All the Data is the sole property of Data Partner and its affiliates.
- 3.2. Data Partner grants to the Participant a royalty-free, worldwide, non-exclusive license for the sole duration of these terms and conditions, to use the Data for the sole and exclusive purpose of participating in the Challenge. According to this license, the Participant is entitled to download, reproduce locally, analyze, and combine the Data with other data sources.
- 3.3. Nothing in this agreement shall be deemed to grant a license directly or by implication of any intellectual property rights related to the Data, except the limited right to use such Data for the Challenge.

3.4. This agreement shall not be deemed to create any obligation for either Participant or UFF to enter into any further contractual arrangement of any kind.

3.5. All information disclosed by Participant or Data Partner, and all intellectual property rights created by either the Participant or Data Partner, independently of and prior to the Challenge, shall remain the exclusive property of such disclosing or creating party.

Article 4 - Term

These terms and conditions shall begin on the starting date of the Challenge and remain in force until the first of these events occurs: (i) two (2) years after the end of the Challenge, or (ii) termination of the Challenge for Participant.

Article 5 - Restriction of use — Restitution

Any other use of Data of any nature outside the scope of the Challenge by Participant is subject to the following conditions:

- Participants can apply for an extension of the right to use the data after the Challenge awards to proceed to additional analysis and research. To do so, the Participant will have to send a written application to Data Partner that includes the scope of the new research it intends to carry out, how long it will last, and why it needs to use Data. UFF has the discretionary right to refuse such additional usage of data. Participants' applications must be submitted before the Challenge award to ensure uninterrupted use of the data.
- Data will be used exclusively for non-profit purposes.
- Obligation to mention the Data origin: i.e., *"This work was performed using data made available by UFF within the Netmob 2026 Data Challenge"* and correctly referencing the technical document describing the Data.

Article 6 - Results

6.1. Participant is and remains fully free to use and publish the Results in compliance with the Confidentiality terms of this Agreement, after the Challenge award announcement.

6.2. The Research Team shall send to the Data Partner a copy of such publication before publication.

6.3. Participant undertakes to refer to the Challenge when it uses and/or publishes the Results, i.e., *"This work was performed using data made available by UFF as part of the Netmob 2026 Data Challenge"* and correctly referencing the technical document describing the Data.

Article 7 - Unauthorized use

Following any unauthorized use or disclosure of the Data by Participant, Participant recognizes that, in most cases, compensation is not an adequate remedy: the nature of the Data means that action to safeguard confidentiality is required before any loss or damage occurs (which shall not prevent Participant from claiming compensation). Therefore, Participant acknowledges that UFF is entitled to seek emergency remedial action from any judge, including an injunction, specific performance, or other equitable relief, against any person who has breached or threatens to breach this agreement. In doing so, UFF will not have to prove that it has already incurred or will incur actual loss or damage.

Article 8 - Confidentiality

Participant shall keep Data confidential and undertakes to apply to Data communicated by UFF at least the same degree of care with which it treats and protects its confidential information against public disclosure, but not less than a reasonable degree of care. All such Data shall not be disclosed to any third party without UFF's prior written consent.

Article 9 - Limitation of liability & indemnity

Neither UFF nor its affiliates shall, under any circumstances, be liable to any Participant for any loss, direct or indirect, incidental, special, consequential, or punitive damages, liabilities, or expenses arising from or related to the use of the Data.

Participants agree to indemnify, defend, and hold harmless UFF, its affiliates, officials, agents, employees, and collaborators from and against any and all suits, proceedings, claims, demands, liabilities, damages, costs, and expenses, including third-party claims, arising from or related to:

- (a) the Participant's Results, including any allegation that the possession, use, publication, or dissemination of such Results, copyrighted material, or activities conducted in connection with the Challenge infringe upon the intellectual property rights or other rights of third parties;
- (b) any acts or omissions of the Participant in connection with participation in the Challenge that are unauthorized or in breach of these Terms and Conditions; or
- (c) any violation of privacy, confidentiality, or applicable data protection regulations arising from the Participant's use, processing, storage, or disclosure of the Data.

Participants acknowledge and agree that any reliance upon their Results shall be entirely at their own risk. The Results generated by Participants do not represent endorsements, validations, or approvals by UFF or its affiliates. UFF and its affiliates disclaim all responsibility and liability for the content, accuracy, legality, or use of any Results produced by Participants in connection with the Challenge.

Article 10 - Compliance

The Participant shall always act in compliance with applicable law, rules, and regulations relating to ethical and responsible standards of behavior, including, but not limited to, anti-bribery law and labor law, personal data protection, export control, and embargo provisions (the "Rules"). Participant takes all appropriate direct and indirect means necessary to implement a compliance framework to comply with the Rules and maintain its effectiveness.

To ensure compliance with the rules for the duration of the Challenge, Participant

- (a) shall provide at all times to UFF all elements requested to establish such compliance and
- (b) shall inform UFF, when they know or have reason to know, of any failure to comply with the Rules and the corrective measures adopted to ensure compliance with the Rules.

a failure by Participant to comply with the Rules and undertakings mentioned above is detected, Participant shall immediately remedy such failure upon written notice from UFF so that its conduct complies with the Rules. UFF may terminate the Participant's participation in the Challenge with immediate effect.

Article 11 - Applicable Law — Jurisdiction

This Agreement shall be governed by and construed under the laws of Brazil, without reference to any conflict of law provisions that would require the application of laws of any other jurisdiction.

Each Party agrees to submit to the exclusive jurisdiction of the competent courts of *Niterói, Rio de Janeiro, Brazil*, for any suit, action, or other proceeding arising out of or related to this Agreement.

However, nothing in this Article shall prevent UFF from initiating legal proceedings against a Participant before the competent courts of the Participant's applicable jurisdiction, particularly where the Participant is not subject to Brazilian law, including in cases involving urgent or injunctive relief necessary to protect the Data, confidentiality obligations, intellectual property rights, or privacy requirements.

Article 12 - General provisions

12.1. Neither this agreement nor any right granted hereunder shall be assignable or otherwise transferable.

12.2. No waiver or modification of this agreement will be binding upon the Parties unless expressly agreed by both Parties, and no failure or delay in enforcing any right will be deemed a waiver.

12.3. The Participant is an independent legal person acting under its responsibility. The Challenge does not establish any subordinate or agent relationship, partnership, joint venture, or joint undertaking between them. Moreover, each Participant acts in its name and on its behalf. No Participant has the power or authorization to create an obligation binding on UFF.

12.4. In the event that any of these terms, conditions or provisions shall be determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall to that extent be severed from the remaining terms, conditions and provisions which shall continue to be valid to the fullest extent permitted by law.

12.5. This Personal Undertaking constitutes the full and complete understanding and agreement of the parties relating to the subject matter hereof and supersedes all prior understandings and agreements relating to such subject matter. The provisions of this Personal Undertaking shall prevail over any conflicting provisions in any other documents.

12.6. Termination for any reason whatsoever or expiry of the Challenge or the participation of the Research Team in the Challenge, cannot release the Participants from their obligations, which will remain in force, to ensure their full effect, following the termination or expiry of the Challenge, in particular the commitments referred to in the Article "Confidentiality".

12.7. The Challenge may require the Parties to carry out "Processing", namely any operation or set of operations performed on personal data ("Personal Data"), in accordance with the applicable provisions of the Brazilian General Data Protection Law (Lei Geral de Proteção de Dados Pessoais – LGPD, Law No. 13.709/2018) ¹. UFF, its partners, collaborators, and the Participants undertake to process Personal Data in compliance with the LGPD,

¹Brazilian Data Protection Law (LGPD)

particularly with regard to the principles of accountability, necessity, purpose limitation, lawfulness, transparency, data minimization, storage limitation, integrity, confidentiality, security, and notification of personal data breaches or incidents.

The communication, sharing, and processing of Participants' Personal Data within the framework of the Challenge shall be carried out in accordance with the provisions of the Brazilian General Data Protection Law (LGPD - Law No. 13.709/2018).

A notice was provided to participants before their registration for the Challenge.



Confidentiality Acknowledgement

By signing below, the Organization (the main entity that affiliates the research team and agrees to participate in the Data Challenge, as stated in the Data Request form) acknowledges that it has read, understood, and agreed to the terms and conditions governing the availability of the Data provided by UFF.

The Organization understands and agrees that the Data constitutes confidential information and must not be shared, disclosed, or distributed in whole or in part to any third party.

The Organization also agrees not to process or reverse-engineer the Data in any way that could lead to the identification of individuals or the disclosure of any personally identifiable information

Organization Name (Institute, University, etc.):	
Organization Address:	
Full Name (Block Letters):	
Title / Function:	
Email:	
Date:	
Signature:	



PERMITTED STAFF INDIVIDUAL AGREEMENT

I am a Permitted Staff. By my signature below:

1. I have read, understood, and agreed to the terms and conditions for the availability of Data by UFF.
2. I understand and agree that the Database has to be considered as confidential data and that I must not share nor distribute any part or whole of the Database to any third parties. I further understand and agree that I must not process nor reverse engineer the Database in order to reveal personally identifiable information.

Name	Title	Affiliation	Date	Signature