

## Letter of Intent Automated Transport ESA-ESTEC-terrain

### The undersigned:

1. The public body Province of Zuid-Holland, registered and office-based at Zuid-Hollandplein 1, 2596 AW The Hague (The Netherlands), lawfully represented by Mr. F. Vermeulen, Deputy Traffic and Transport, legally represented by the Royal Commissioner pursuant to Article 176, second paragraph, of the Provincial Law ('Provinciewet'), hereinafter referred to as: 'the Province'.
2. The public body municipality of Noordwijk, registered and office-based at Voorstraat 42, 2201 HW Noordwijk (The Netherlands), lawfully represented by Mr. J.Rijpstra, mayor, hereinafter referred to as: 'Noordwijk'
3. The European Space Agency, an intergovernmental organisation with its headquarters in Paris, France, lawfully represented by European Space Research and Technology Centre registered and office-based at Noordwijk (The Netherlands,) at Keplerlaan 1, 2201 AZ Noordwijk, legally represented by Mr. P. Cannock, Head of the ESA Estates and Facilities Management Department, hereinafter referred to as: 'ESA ESTEC'.
4. The private company with limited liability Arriva Personenvervoer Nederland BV, registered and office-based at Heerenveen at Trambaan 3, 8411 BH Heerenveen (The Netherlands), lawfully represented by Mr. A.B. Hettinga, Chairman of the Board of Directors, hereinafter referred to as: 'Arriva'.
5. The private company with limited liability Future Mobility Network B.V., registered and office-based at Rochussenstraat 175b, 3021 NP Rotterdam (The Netherlands), lawfully represented by Mr. Joop Veenis, Managing Director, hereinafter referred to as: 'FMN'.
6. The private company with limited liability Rebel Automated Shuttles B.V., registered and office-based at Wijnhaven 23, 3011 WH Rotterdam (The Netherlands), lawfully represented by Robert Boshouwers, Managing Director, hereinafter referred to as: 'RAS'.

Hereinafter collectively referred to as the 'Parties' and the parties 3, 4, 5 and 6 collectively referred to as the 'implementation process partners'.

### Considering:

- The Province has the ambition to become the best accessible Province of the Netherlands. Without attractive public transport services, this ambition cannot be realised, due to a growing population, economy and urbanisation together with the objectives on CO<sub>2</sub> reduction. Innovations within the public transport system can support this ambition. The Province is able to support experiments in order to realise more attractive and more efficient public transport, by means of the Subsidy Scheme Mobility South Holland 2017 (including modifications until 2 October 2018), hereinafter referred to as: 'Subsidy Scheme';
- The Province is authorised to grant concessions for public transport, inter alia for the concession area South Holland North, hereinafter referred to as: 'concession area'.
- Noordwijk is the road authority on the Keplerlaan in Noordwijk. Noordwijk wants to participate in this innovative project with automated shuttles to strengthen the first and last mile accessibility of ESA ESTEC;
- ESA ESTEC is owner of the terrain at the Keplerlaan in Noordwijk, hereinafter referred to as 'the ESA ESTEC-terrain', on which it conducts its business activities. ESA ESTEC wants to offer on their own site a transport service employees and visitors, accessible for wheelchair users and disabled employees and visitors from the nearest bus stop to the terrain and vice versa;
- Arriva offers paid passenger transport services on the public road in the concession area, by order of the Province and on the basis of a granted concession.

- FMN's engages in 'learning by doing'-projects, focussed on shaping the future of mobility.
- RAS' engages in realising scalable solutions for automated shuttles by deploying several use cases, ranging from last mile solutions for airports to health care institutions and so called non-urban areas.
- The Parties, each having its own interests, share the ambition to collectively gain experience with experimenting with scalable solutions using automated shuttles, hereinafter referred to as: 'automated shuttles';
- The applications can range from first- and last mile solutions on business areas, health care institutions, and so called non-urban areas, on the public road as well as on private property.
- The implementation process partners together, each having its own reasons, want to deploy and exploit automated shuttles on or/and near the ESA ESTEC terrain, hereinafter referred to as: 'the implementation process'.
- The Province is not an implementation process partner, but will make every effort to financially contribute to the implementation process, for which the implementation process partners will (be able to) submit a grant request.
- The implementation process partners want to cooperate on the implementation process.

**agreed upon the following:**

**1. Objective**

Parties want to investigate whether the application of automated shuttles, on private property of ESA ESTEC as well as a on the public road, could offer an efficient and attractive first- and last mile solution from and to public transport stops.

**2. The implementation process**

- 2.1. The implementation process adopts a 'learning by doing'-approach on the ESA ESTEC terrain and surrounding areas.
- 2.2. The implementation process partners will make agreements about the execution of the implementation process in a project plan. This project plan contains agreements on the form of cooperation, the funding and several other aspects of an implementation process. This project plan will be annexed for a possible subsidy request at the Province.
- 2.3. The Province will make every effort to grant the request (on the basis of the subsidy scheme) for the implementation project of automated shuttles on private property of ESA ESTEC as well as on the public road, within the boundaries of the subsidy scheme.
- 2.4. Noordwijk will submit the subsidy request at the Province and organize the project with the other implementation process partners. The implementation process partners provide Noordwijk with sufficient information for filing the request and to make sure the request meets all the requirements.

**3. Reservations**

- 3.1. This agreement is explicitly a letter of intent. The Parties are under no circumstances obligated to execute the implementation process. This letter of intent is agreed upon under the strict condition that the implementation process will be executed in accordance with the Dutch laws and regulations.
- 3.2. The Parties will make every effort to provide each other as well as third parties with the necessary legal (public and private) cooperation on time, as far as this is legally possible for the Parties. For this, the Parties will support each other when necessary and/or desirable.
- 3.3. The Parties are aware of the fact that possible financial contributions of the Province to the implementation process fall under European State Aid rules. The Province, and in last instance the European Commission, will therefore also have to evaluate if and to what extent the

contribution is lawful state aid.

#### **4. Duration and amendment of the letter of intent**

- 4.1. This letter of intent will come into force the day after all the Parties have signed the letter of intent and ends 31 December 2022, at 23.59h at the latest or sooner as described in the partnership agreement, coming about in Article 2.2.
- 4.2. This letter of intent can be amended, prolonged or prematurely ended with the approval of all Parties by an additional letter of intent, signed by all the Parties.

#### **5. Confidentiality and publicity**

- 5.1. The Parties guarantee each other strict confidentiality towards third parties with regard to business-sensitive information, which the Parties have received in the spirit of the letter of intent, without prejudice of the obligation of the Parties to inform their management about the contents of the letter of intent and the progress of the implementation process, as well as the obligation arising for the Province and Noordwijk from the Government Information (Public Access) Act (WOB).
- 5.2. The obligation of confidentiality does not apply if the Parties decide by mutual agreement and by mutual consent that a certain information, in a matter to be determined jointly, can be made public and/or be made available for third parties.
- 5.3. The Parties make further agreements with regard to external communication.

Thus agreed upon, laid down in writing and signed by:

**Province South Holland**  
*On behalf of*

Date

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Signature

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F. Vermeulen  
Deputy Traffic and Transport

**Noordwijk**  
*On behalf of*

Date

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Signature

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J. Rijpstra  
Mayor municipality of Noordwijk

**ESA-ESTEC**  
*On behalf of*

Date

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Signature

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P. Cannock  
Head of the ESA Estates and Facilities Management Department

**Arriva The Netherlands**  
*On behalf of*

Date

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Signature

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A.B. Hettinga  
Chair Man Board of Directors

**Future Mobility Network**  
*On behalf of*

Date

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Signature

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J. Veenis  
Managing Director



**Rebel Automated Shuttles**  
*On behalf of*

Date

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Signature

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R.A. Boshouwers  
Managing Director