



Memorandum of Understanding (“MoU”)

SRTI - Proof of Concept - Data for Road Safety

Increasing road safety by sharing road safety related data in public and private cooperation

Parties to this Memorandum of Understanding are:

1. The State of the Netherlands (Ministry of Infrastructure and Water Management)

located at Rijnstraat 8, 2515XP The Hague, the Netherlands

,

2. Spain (Ministry of Home Affairs, Subdirección General de Gestión de la Movilidad)

located at Calle Josefa Valcarcel 44, 28071 Madrid, Spain

,

3. Finland (Liikenne- ja viestintävirasto Traficom/Finnish Transport and Communications Agency Traficom)

located at Kumpulantie 9, 00520 Helsinki, Finland

,

4. Finland (Intelligent Traffic Management Finland Ltd)

located at Palkkatilanportti 1, 00240 Helsinki, Finland

,

5. Germany (Federal Ministry of Transport and Digital Infrastructure of the Federal Republic of Germany)

located at Invalidenstrasse 44, 10115 Berlin, Germany

,

6. Luxembourg (LE GOUVERNEMENT DU GRAND-DUCHÉ DE LUXEMBOURG Ministère de l'Économie)

located at Boulevard Royal 19-21, L-2449 Luxembourg, Luxembourg

,

7. Mercedes Benz Connectivity Service GmbH

located at Siemensstraße 7, 70546 Stuttgart, Germany

,

8. Bayerische Motoren Werke AG ("BMW AG")

located at Knorrstrasse 147, 80788 Munich, Germany

,

9. Ford Smart Mobility U.K.

located at Eagle Way, Brentwood, CM13 3BW

,

10. TomTom Traffic B.V.

located at Oosterdoksstraat 114, 1011 DK Amsterdam, The Netherlands

and

11. HERE Europe B.V.

located at Kennedyplein 222, 5611 ZT Eindhoven, The Netherlands

Hereinafter are Parties 1, 2, 3, 5 and 6 also referred to as State.

Definitions

Licensor	Any party providing Data (L2) and/or Data (L2'), other than the State;
Licensee	Any party receiving Data (L2) and/or Data (L2'), other than the State;
State	Refers to any of the participating EU Member States;
End User	Any driver benefiting from Safety Related Traffic Information (as defined in article 2-k of Regulation 886);
Free of Charge	No extra fee or other financial payment by the End User for the reception and use of Safety Related Traffic Information at the point of use. For the avoidance of doubt, no Partner shall pay any fees to the other Partner;
GDPR	General Data Protection Regulation;
PoC	Proof of Concept;
MoU	Memorandum of Understanding;
PSI Directive	Directive 2003/98/EC of the European Parliament and of the Council of 17 November 2003 on the re-use of public sector information, as amended by Directive 2013/37/EU of 26 June 2013;
Regulation 886	Commission Delegated Regulation (EU) No 886/2013 of 15 May 2013;
Safety Service Eco System	The trust domain where Parties become part of after signing this MoU, also referred to as "Ecosystem" or "SRTI Ecosystem";
Data (L2)	Data necessary for providing the road safety related minimum universal traffic information service and collected via any private and/or public source, also referred to as 'road safety related traffic data (as defined in article 2-m of Regulation 886), also referred to as "Level 2 Data". E.g., Level 2 Data is produced by one vehicle. Vehicle can use one or more sensor readings to detect an event;
Data (L2')	Data (L2') provides the basis for road safety related minimum universal traffic information services, collected via any private and/or public source, also referred to as "Level 2 Prime Data" or "Road Safety Related Traffic Data" (as defined in article 2-m of Regulation 886). E.g., Level 2 Prime Data is an enriched version of Level 2 Data created by cross referencing the data (L2) across multiple vehicles, vehicles from different brands and/or through data harmonization and cleansing of the Data (L2);
Information (L3) / SRTI	Any extracted, aggregated and processed road safety related traffic information, offered by public and/or private road operators and/or service providers to end users through any delivery channels, also referred to as "L3 Information" or "Road Safety Related Minimum Universal Traffic Information" or SRTI (as defined in article 2-n of Regulation 886);

NAP	National Access Point as described in article 7 of Regulation 886 and respectively in Article 3 of the Delegated Regulations (EU) 2015/962 and (EU) 2017/1926;
Access Point	A Partner that makes Data (L2) accessible on a non-discriminatory basis either direct or using a third party as a transparent interface;
Aggregator	A Partner that uses Level 2 Data acquired through the SRTI Ecosystem to create L2' Data. Aggregators make Data L2' stemming from various sources available at a single Access Point. Also, Aggregators "de-couple" data source and data consumption.
Service Creator	A Partner that uses Level 2 Data and/or Level 2' Data acquired through the SRTI Ecosystem to create L3 Information and to distribute this information towards another Partner within the Ecosystem.
Service Distributor	A Partner that distributes L3 Information acquired through the SRTI Eco System directly to an End User.
SRTI Ecosystem Partners	All public/private partners contributing to the PoC join the SRTI Eco System, also referred to individually as "Partner" or jointly as "Partners".
Freeriders	Entities who benefit from resources, public goods, or services but do not pay for them, which results in an under-provision of those goods or services"

Preamble:

Whereas:

- (a) During the High Level Meeting on Connected and Automated Driving on the 15th of February 2017 in Amsterdam, a public-private partnership called the Data Task Force has been established. The purpose of the Data Task Force is to improve road safety by making safety related traffic data & safety related traffic information accessible for public and private parties and ultimately to the End User.
- (b) Also, to prove a Safety Service Eco System that is in line with the Delegated Regulation 886/2013 action C. The outcome of the Proof of Concept will be put forward towards the High Level Meeting Connected and Automate Driving with the intent to make recommendations to the expert group of EC on Priority Actions 'C' and 'B' of the ITS Directive. The sharing of data between relevant traffic data sources including the automotive sector is intended to show the potential of a SRTI Ecosystem.
- (c) The Proof of Concept will be launched during the ITS Congress Brainport Eindhoven on the 3rd of June 2019 (public/private Partners of PoC) where industry and Member States collectively showcase the Ecosystem, SRTI provisioning and highlight the discussion points thus far using a 'state of play' document.
- (d) The Data Task Force intends to enable a PoC in participating Member States with regard to safety related traffic information use cases outlined in the DR 886/2013, to validate and test general principles of data sharing, access and use. The PoC is active in the following Member States: Spain, Finland, Sweden, Germany, Luxembourg and the Netherlands.
- (e) Partners enter the PoC with a degree of uncertainty in the Ecosystem. The PoC will be used to clarify, assess and ideally eliminate areas of uncertainty prior to full concept definition and later deployment. It is necessary for all Partners involved, public and private, to set-up a trusted Ecosystem to ensure all Partners are contributing towards this Ecosystem. This MoU will make parties part of the Safety Service Ecosystem and thus enable the data and/or SRTI information provisioning towards this Ecosystem for the cause of PoC.
- (f) Road safety related traffic data generated by vehicles (L2 Data) will be made accessible by the OEM via an Access Point to other parties within the Ecosystem e.g. NAPs, Aggregators, Service Creators and Service Distributors to enable the distribution of data and creation Safety Related Traffic Information (L3 Information) for the cause of the PoC.
- (g) Road safety related traffic data created by non-automotive parties (L2 Data) will be accessible by these parties via an Access Point to other parties within the Ecosystem E.g. NAPs, Aggregators, Service Creators and Service Distributors to enable distribution of data and creation of Safety Related Traffic Information (L3 Information).
- (h) The Data (L2) will be made available during the PoC to all parties within this Ecosystem solely for the purpose of distribution of the data within the eco system and/or creating Safety Related Traffic Information (L3 Information). The Safety Related Traffic Information (L3) created out of the Data (L2) acquired through the Ecosystem, must be handled by the Licensee in accordance with Regulation 886. The parties acknowledge and agree that the clarification of commercial use of L2 and L3 Information acquired and created within these Ecosystem and the formulation of a recommendation is to be developed during the PoC.

- (i) The Proof of Concept stimulates a decentralized approach where parties e.g. NAPs, Aggregators, Service Creators and Service Distributor are all granted access to the relevant data and/or information within the Ecosystem on a non-discriminatory basis. The National Access Point can vary in function per Member States. At the minimum, it provides pointers to the available data (L2) and information (L3). It is also possible that they act like an Access Point, Aggregator, Service Creator and/or Service Distributor. The decentralized approach does not operate exclusively via the NAP but does safeguard that the NAPs are in the loop.
- (j) Provided they inform SRTI Ecosystem Partners, OEMs are allowed to appoint a third party their rights and obligations under the MoU making the third party the Access Point. Appointing a third party does not in any way alter their rights and obligations including compensation clause. Each Partner shall appoint a contact person who can be addressed. Any changes with regard to one of the contact persons shall immediately be communicated to the other Partners.
- (k) Service Creators and Service Distributors have the obligation to provide SRTI (L3) created using Data (L2) acquired through the SRTI Ecosystem, back to the SRTI Ecosystem. Aggregators have the obligation to provide the Level 2 Prime Data created using Data (L2) acquired through the SRTI Ecosystem, back to the SRTI Ecosystem.
- (l) The Proof of Concept distinguishes between the SRTI identified in the Regulation 886 and portrayal of that information that a Service Distributor may offer the End User e.g. "the way in which the message is communicated" ("Subsequent Service"). The obligation to provide SRTI back to the Ecosystem only applies to the alerts specified by Regulation 886 (e.g. "temporary slippery road") including Information (L3) and Level 2 Prime Data. The portrayal of this information (e.g. "reduce speed") does not need to be shared with the SRTI Ecosystem as it will allow the Service Distributor to differentiate its services from the marketplace. However, the rights and obligations under this MoU shall also apply to such Subsequent Service; in particular, provided that the Subsequent Service is created using Data (L2) acquired through the SRTI Ecosystem, the Subsequent Service made available to an End Users by a Service Distributor needs to be Free of Charge and is not for commercial usage and/or profit.
- (m) The Partners are aware that the Ecosystem can only function if everyone contributes to it. The parties acknowledge and agree that measures to avoid Freeriders and encourage SRTI Eco System contribution are to be evaluated during the POC to enable recommendations to be made as a project deliverable.
- (n) The Partners agree to that clarification of a scalable approach to manage non-commercial use and the formulation of a recommendation is to be developed during the POC.
- (o) This document contains the conditions under which the provision and consumption of Data (L2), Data (L2') and Information (L3) takes place. Parties express the intent to scale up the exchange of Data (L2), Data (L2') and Information (L3) for the purpose of a Safety service Ecosystem and improving road safety. This includes enabling other industry partners and Member States to enter the safety service ecosystem during and after the PoC. The use of the data and information under this MoU is limited to the eight use cases defined by the Regulation 886.

- (p) Nothing in this MoU shall be understood or construed as obligating the Licensor to deliver Data (L2) and grants Licensee and State a license. Instead the Partners are free to withdraw from this MoU without being obligated to pay any compensation to the respective other or any other involved third party. Insofar any claims/rights are excluded.
- (q) For the avoidance of doubt, this MoU covers only the participation in the PoC. Any further cooperation shall be discussed at a later point in time and will be subject to a separate agreement.

Provision of the Data (L2) and Data (L2')

1. Parties agree that Licensor will provide Data (L2) and Data (L2') and grants the State and Licensee a limited, non-exclusive, revocable and European license, solely for the purpose of this PoC and during term of this MoU under the conditions as described in this MoU.
2. Data (L2) and Data (L2') provided by Licensor is provided strictly on an "as is", "where is" and "as available" basis and Licensor gives no assurance or warranty that Data (L2) is accurate, complete, up-to-date, available, error-free, and fit for purpose, etc. The Data (L2) delivered by Licensor can also be limited to data originating from a test fleet due to GDPR reasons such as but not limited to user consent.
3. Subject to the preceding provision, Data (L2) and Data (L2') needs to be provided to the State and Licensee in accordance with the protocol as described in the working document: SRTIrelatedData-Specification¹. Data (L2) and Data (L2') needs to include at least the following components:
 - o Event ID#;
 - o Event;
 - o Heading of travel;
 - o Longitude;
 - o Latitude;
 - o Time stamp.
4. The working document is accessible on the workspace². The updated document is circulated on a monthly basis to the tech-contact of each Partner ("Tech-Contact")³. Every Partner has the opportunity to check and the right to object to the changes within ten (10) working days upon receipt of the updated document by the Tech-Contact. If no objection is made within these ten (10) working days, the updated document is automatically approved by all Partners.

The use of the Data (L2) and Data (L2')

Licensee has a right to use the Data (L2) and Data (L2') under the following conditions:

1. The Data (L2 + L2') shall solely be used by Licensee for the following purposes:
 - a. for creating Safety Related Traffic Information; and
 - b. to use the Data (L2) for analytical purposes related to the creation of Information (L3), the performance of the Ecosystem and the impact on road safety.
2. The Data (L2 + L2') shall be deleted immediately after the aforementioned purpose is fulfilled, at the latest after a period of 2 months starting with the provision of the data by the Licensor.

¹ Latest version on www.datataskforce.eu

² www.datataskforce.eu

³ Contactdetails in document 'TEAM LIST PoC' on www.datataskforce.eu

3. Without undue delay following the termination or expiration of this MoU, Licensee shall delete the Data (L2) and Data (L2') in Licensee's possession, custody or control (including all back-up copies). Licensor allows storage of Information (L3) generated from the Data (L2).
4. Upon request, Licensee is obliged to share the Data (L2) and Data (L2') with all Partners within the PoC Eco System
5. Licensee is not allowed to share the Data (L2 + L2') with a third party outside of this Ecosystem.
6. Licensee is only allowed to use and store the Data (L2 + L2') on the territory of the European Union.
7. Licensee has the rights to conduct an evaluation on the performance of the SRTI ecosystem.

The use of the Data (L2) and Data (L2') by the State

State has a right to use the Data (L2) and Data (L2') under the following conditions:

1. The Data (L2 + L2') shall solely be used by State for the following purposes:
 - a. for creating Safety Related Traffic Information, and
 - b. to use the Data (L2) for analytical purposes related to the creation of Information (L3), the performance of the Ecosystem and the impact on road safety.
2. The Data (L2 + L2') shall be deleted immediately after the aforementioned purpose is fulfilled, at the latest after a period of 2 months starting with the provision of the data by the Licensor.
3. Without undue delay following the termination or expiration of this MoU, State shall delete the L2 Data and Data L2' in State's possession, custody or control (including all back-up copies). Licensor allows storage of Information (L3) generated from the Data (L2).
4. Upon request, State is obliged to share the Data (L2) and Data (L2') with all Partners within the Ecosystem during the PoC.
5. State is not allowed to share the Data (L2 + L2') with a third party outside of this Ecosystem.
6. State is only allowed to use and store the Data (L2 + L2') on the territory of the European Union.
7. State has the rights to conduct an evaluation on the performance of the SRTI Ecosystem.

Provisioning of Safety Related Traffic Information (L3)

1. The Safety Related Traffic Information (L3) created using the Data (L2) acquired through the Ecosystem under this MoU must be provided by Licensee and the State to the Safety Service Eco System and participating NAPs in accordance with the protocol as described in the working document: SRTIrelatedData-Specification⁴.

⁴ Latest version on www.datataskforce.eu

2. The Safety Related Traffic Information (L3) will be made available to Licensors, the State, participating NAPs and -upon request- other Licensees on a non-discriminatory basis, according to Regulation 886.
3. The working document is accessible on the workspace⁵. The updated document is circulated on a monthly basis to the tech-contact of each Partner ("Tech-Contact")⁶. Every Partner has the opportunity to check and the right to object to the changes within ten (10) working days upon receipt of the updated document by the Tech-Contact. If no objection is made within these ten (10) working days, the updated document is automatically approved by all Partners.

The use of Safety Related Traffic Information (L3)

Licensee has a right to use the Information (L3) under the following conditions:

1. The Safety Related Traffic Information (L3) created out of the Data (L2) acquired through the Ecosystem, must be handled by the Licensee in accordance with Regulation 886. This means, amongst other things, that Information (L3) made available to an End Users must be Free of Charge. Licensee is however allowed to charge costs to the End User in connection with telecom fees, radio licences or the purchase of the equipment enabling the reception of the SRTI as defined in Regulation 886.
2. Licensee is not allowed to share the Information (L3) outside of the Ecosystem other than its End User.
3. Licensee has the right to store the Information (L3) for the duration of the POC.
4. Upon request, Licensee is obliged to transfer the Information (L3) to all requesting Partners.
5. Licensee is allowed to use the Information (L3) for analytical purposes related to the creation of SRTI, the performance of the Ecosystem and the impact on road safety.

⁵ www.datataskforce.eu

⁶ Contact details in document 'TEAM LIST PoC' on www.datataskforce.eu

The use of Safety Related Traffic Information (L3) by the State

1. State has the right to store the Information (L3) for the duration of the PoC.
2. State is allowed to share the Information (L3) within the Ecosystem.
3. State is allowed to use the Information (L3) for analytical purposes related to the creation of Safety Related Traffic Information, the performance of the Ecosystem and the impact on road safety.
4. State is allowed to provide the Information (L3) that is created by State itself or received from any Partner to public road operators for non-commercial use.
5. State can allow the re-use of SRTI (L3) created by Licensor or Licensee provided that the sole purpose of the re-use is to provide SRTI (L3) to the End User. The party reusing the SRTI will be required to sign a license agreement.
6. Safety Related Traffic Information (L3) created by the State will be handled in accordance with Regulation 886 and will be made available for all Parties within the Ecosystem.

Re-use of SRTI

1. State is entitled to make the Information (L3) created by the State itself, either directly or via subcontract, available to a third party provided that the Information (L3) will solely be used on a non-commercial basis, fulfilling its obligations under the PSI directive, regardless whether the State used the Data (L2) acquired through the Ecosystem as a possible input to generate the warning or SRTI message. ⁷
2. Any Partner can allow the re-use of SRTI (L3) that is created using Data (L2) acquired under this MoU provided that:
 - a. The third party re-using the SRTI (L3) has signed this MoU (has entered the SRTI Ecosystem);
 - b. The provision of SRTI (L3) is not for commercial usage and/or profit;⁸
 - c. The SRTI (L3) shall solely be used by the third party to provide SRTI to the End User.
3. Safety Related Traffic Information (L3) created by the State will be handled in accordance with Regulation 886 and will be made available for all Partners within the Ecosystem.

⁷ Measures to avoid Freeriders⁷ and encourage STRI EcoSystem contribution are to be evaluated during the POC to enable recommendations to be made as a project deliverable

⁸ Clarification of a scalable approach to manage non-commercial usage and the formulation of a recommendation is to be developed during the POC

Intellectual property rights

1. With this MoU, parties will not transfer any intellectual property rights to each other, nor grant any rights beyond the limited term of POC.
2. Licensee will comply with the conditions described under this MoU, regardless of whether the data are protected by intellectual property rights or not.
3. State will comply with the conditions described under this MoU, regardless of whether the data are protected by intellectual property rights or not.

Compliance

1. Parties will act in compliance with Regulation 886 and the (national) implementation of EU ITS.
2. The grant of this MoU, in no way, affects the obligations of the Partners under Regulation 886.
3. Licensor shall take appropriate measures to ensure that the Data (L2) and Data (L2') does not consist of any personal data as referred to in article 4 of the GDPR.
4. Licensee shall take appropriate measures to ensure that the Information (L3) does not consist of any personal data as referred to in article 4 of the GDPR. Licensee shall not perform any activities that aim at or result in Data (L2) or Data (L2') becoming non-anonymous. Licensee shall inform Licensor if he deems that the Data (L2) and Data (L2') consist of personal data as defined in article 4 of the GDPR.
5. Licensor shall take appropriate measures to ensure that the Data (L2) and any underlying personal data has been collected, processed and created in accordance with the GDPR.
6. Licensor shall take appropriate measures to ensure that the delivery of the Data (L2) and Data (L2') to the State does not violate the rights of third parties with regards to IP and other forms of control.

Assignment

1. Licensor can assign any of its rights and obligations under the MoU or delegate the performance of its obligations hereunder to any third party, after informing the Parties that are part of the Ecosystem. It can be agreed between Parties that prior written consent from the State is required.
2. State may freely assign one or more of his rights and obligations under the MoU to any third party and/or instruct a third party to exercise one or more of the activities described in this MoU on behalf of State. It can be agreed between Partners that prior written consent from the Partners is required.
3. In case of any assignment the assigning Partner shall safeguard that the rights and duties of that Partner are duly assigned to the third party.

Compensation

1. The exchange of the Data (L2), Data (L2') and the Information (L3) is on the basis of reciprocity for the purpose of this PoC and during the term of this MoU. Therefore Licensee, the State, the NAP, or any party that is part of the Safety Service Eco System does not owe any compensation to Licensor for the Data (L2) or to Licensee for the Data (L2') and Information (L3).

Disclaimer of Warranties and Limitation of Liability

1. Unless otherwise separately undertaken by the Licensor or the State, to the extent possible, the Licensor and the State offer the Data (L2), Data (L2'), and Information (L3) as-is and as-available, and makes no representations or warranties of any kind concerning the Data (L2), Data (L2'), and Information (L3), whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, non-infringement, absence of latent or other defects, accuracy, or the presence or absence of errors, whether or not known or discoverable. Where disclaimers of warranties are not allowed in full or in part, this limitation may not apply.
2. To the extent possible, in no event will the Licensor or the State be liable to any Partner, State or third party on any legal theory (including, without limitation, negligence) or otherwise for any direct, special, indirect, incidental, consequential, punitive, exemplary, or other losses, costs, expenses, or damages arising out of this MoU or use of the Data (L2), Data (L2'), and Information (L3), even if the Licensor or the State has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed in full or in part, this limitation may not apply.
3. Notwithstanding the limitations stated in provisions 1 and 2, there shall be no limit on liability for the following: (a) losses arising out of a breach of one or more of the provisions described under the section "Compliance" and/or (b) losses arising out of the wilful misconduct or gross negligence of either party.

Eindhoven, 3 June 2019



On behalf of
**The State of the Netherlands
(Ministry of Infrastructure and
Water Management)**
*Minister of Infrastructure and
Watermanagement*
Drs. C. van Nieuwenhuizen-
Wijbenga



On behalf of
**Federal Ministry of Transport
and Digital Infrastructure of the
Federal Republic of Germany**
*Director General, Digital
Society*
Dr. Tobias Miethaner



On behalf of
**Spain (Ministry of Home Affairs,
Subdirección General de
Gestión de la Movilidad)**
*Head of Autonomous &
Connected Mobility*
Juan José Arriola



On behalf of
**Finland (Liikenne- ja
viestintävirasto
Traficom/Finnish Transport and
Communications Agency
Traficom)**
Director of Road Transport

Marko Sillanpää



On behalf of
**Intelligent Traffic Management
Finland Ltd**

Chief Operating Officer (COO)

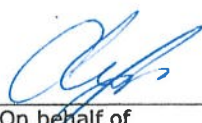
Riku Suursalmi



On behalf of
**LE GOUVERNEMENT DU GRAND-
DUCHÉ DE LUXEMBOURG
Ministère de l'Économie**

*Director General for Research,
Intellectual Property and New
Technologies*

Mario Grotz



On behalf of
**Mercedes-Benz Connectivity
Service GmbH**
*CEO Mercedes Benz
Connectivity Services*
Christoph Ludewig



On behalf of
**Mercedes-Benz Connectivity
Service GmbH**
*Head of Business Operations,
Ventures & Legal*
Tristan Kleiner



On behalf of
Ford Smart Mobility U.K.

Director Smart Mobility

Sarah-Jane Williams

Eindhoven, 3 June 2019



On behalf of
**The State of the Netherlands
(Ministry of Infrastructure and
Water Management)**
*Minister of Infrastructure and
Watermanagement*
Drs. C. van Nieuwenhuizen-
Wijbenga



On behalf of
**Federal Ministry of Transport
and Digital Infrastructure of the
Federal Republic of Germany**
*Director General, Digital
Society*
Dr. Tobias Miethaner



On behalf of
**Spain (Ministry of Home Affairs,
Subdirección General de
Gestión de la Movilidad)**
*Head of Autonomous &
Connected Mobility*
Juan José Arriola



On behalf of
**Finland (Liikenne- ja
viestintävirasto
Traficom/Finnish Transport and
Communications Agency
Traficom)**
Director of Road Transport

Marko Sillanpää



On behalf of
**Intelligent Traffic Management
Finland Ltd**

Chief Operating Officer (COO)

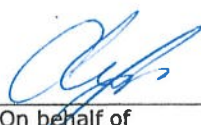
Riku Suursalmi



On behalf of
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*Director General for Research,
Intellectual Property and New
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Mario Grotz



On behalf of
**Mercedes-Benz Connectivity
Service GmbH**
*CEO Mercedes Benz
Connectivity Services*
Christoph Ludewig



On behalf of
**Mercedes-Benz Connectivity
Service GmbH**
*Head of Business Operations,
Ventures & Legal*
Tristan Kleiner



On behalf of
Ford Smart Mobility U.K.

Director Smart Mobility

Sarah-Jane Williams

Duration of the MoU

1. The MoU enters into force on the date of the latest signature and shall remain in force for one (1) year from the date of signature.
2. Following approval of the MOU each of the Partners is to sign and circulate it to the other Partners by email. To facilitate the earliest exchange of data, the data can flow between Partners that have signed the MoU. In addition, it is the intention for all Partners to sign a single copy of this MoU on the 3rd of June 2019 during the roundtable at the ITS Congress Brainport Eindhoven.

Entire agreement

Parties shall not be bound by any additional or different terms or conditions. The applicability of any general terms and conditions which may be used by Licensor or Licensee or to which Licensor or Licensee may refer in any manner whatsoever is hereby specifically rejected by the Partners.

Dispute resolution and applicable law

1. All disputes, that involve a State, arising out of or relating to this MoU, or any agreements to be entered into between the Partners pursuant to this MoU, that cannot be solved within the POC and its governance, shall be submitted to a competent court in the jurisdiction of that State, to be assigned by that State, and will be governed by and construed in accordance with the laws of that State excluding its international private law rules.
2. This MoU does not create any legally enforceable rights or obligations between the states that are a party to this MoU. This MoU does not constitute a treaty.