



## **Multi Party Agreement**

Deployment of the SRTI Ecosystem: Data for Road Safety

*Increasing road safety by sharing road safety related data and information  
between public and private entities.*

**The Parties hereby agree as follows:**

## Article 1 Definitions

Aggregator	A Party that uses Data (L2) to create Data (L2') e.g. by harmonizing and cleansing Data (L2) from Data Sources;
Agreement	This Multi-Party Agreement;
Chair	A legal entity affiliated with the SRTI Ecosystem;
Content	Data (L2), Data (L2') and/or Data (L3);
Creator	A Party that uses Data (L2), Data (L2') and/or Data (L3) fully or partly received through the SRTI Ecosystem to create Data (L3);
Data (L2)	The raw data made available to the SRTI Ecosystem that can be used for creating road safety related minimum universal traffic information. This data is 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";
Data (L2')	Data (L2') is an enriched version of Data (L2) made available to the SRTI Ecosystem and created by cross referencing the Data (L2) across multiple L2 data sources and/or through data harmonization and cleansing of the Data (L2), also referred to as "Level 2 Prime Data";
Data (L3)	Any extracted, aggregated and processed road safety related traffic information made available to the SRTI Ecosystem, 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);
Data Access Interface Provider	An entity that provides access to Content;
Data Source	A Party that generates Data (L2), Data (L2') and/or Data (L3);
End User	Any driver within a State benefiting from Data (L3) (as defined in article 2-k of Regulation 886);
Entrant	A legal entity that expresses the ambition and is willing to become a party of this Agreement after the date it comes into effect;

E-privacy directive	Directive 2002/58/EC of the European Parliament and of the Council of 12 July 2002 concerning the processing of personal data and the protection of privacy in the electronic communications sector;
EU ITS	Directive 2010/40/EU of the European Parliament and of the Council of 7 July 2010 on the framework for the deployment of Intelligent Transport Systems (ITS) in the field of road transport and for interfaces with other modes of transport;
Free of Charge	No extra fee or other financial payment by the End User for the reception and use of Data (L3) at the point of use (as defined in article 2-p of Regulation 886);
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation);
NAP	National Access Point (NAP) as described in article 7 of Regulation 886 and respectively in Article 3 of the Delegated Regulations (EU) 2015/962 and (EU) 2017/1926;
Open Data Directive	Directive 2003/98/EC of the European Parliament and 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 and its successor Directive (EU) 2019/1024 of the European Parliament and of the Council of 20 June 2019 on open data and the re-use of public sector information;
Public Authority	Any Public Authority that is located within a State whom's authority is not vested in a State;
Regulation 886	Commission Delegated Regulation (EU) No 886/2013 of 15 May 2013 supplementing Directive 2010/40/EU of the European Parliament and of the Council with regard to data and procedures for the provision, where possible, of road safety-related minimum universal traffic information free of charge to users;
Service Provider	A Party that renders and distributes Data (L3) acquired through the SRTI Ecosystem directly to an End User;

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SRTI Ecosystem      The exchange of Content between Parties to this Agreement under the terms and conditions of this Agreement and thus creating a trust domain for that exchange;

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State      Any of the participating EU Member States, United Kingdom, Norway and Switzerland, including organisations working on behalf of the State or commissioned by the State.

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**Preamble:**

**Whereas:**

- (a) During the High Level Meeting on Connected and Automated Driving on the 15th of February 2017 in Amsterdam, the participating Member States and the industry started a dedicated public-private task force (the "Data Task Force") to set initial steps for deployment of data-sharing for traffic safety related data in real life situations (local hazard warnings, incident management, infrastructure maintenance and traffic management) for public and private parties and to ultimately increase road safety for End Users.
- (b) The group decided its initial scope to be Safety Related Traffic Information (SRTI) because of the high societal value, technological readiness and commitment from the stakeholders. To do so, the Data Task Force established a SRTI ecosystem, which can be seen as a practical implementation of the Regulation 886.
- (c) The founding parties of this SRTI ecosystem are: Bayerische Motoren Werken AG (BMW AG), FORD Smart Mobility U.K, Mercedes-Benz Connectivity Service GmbH, Volvo Cars, HERE Europe B.V, TomTom Traffic B.V, Federal Ministry of Transport and Digital Infrastructure of the Federal Republic of Germany, Spain, Finland, Le Gouvernement du Grand-duché de Luxembourg and the State of the Netherlands.
- (d) The parties of the Data Task Force signed a Memorandum of Understanding 1 and entered a proof of concept phase which started at the ITS Europe Congress in Eindhoven on the 3rd of June 2019 and lasted for sixteen months. Parties do now wish to extend their cooperation by signing this Agreement, which can be seen as a structural continuation and further improvement of the proof of concept phase.
- (e) Parties recognize that there are numerous different interpretations regarding Regulation 886. This Agreement is the result of extensive debate between Member States, European Commission and the industry, which has ultimately led to this Agreement. In no way does this Agreement affect the rights and obligations under existing legislation such as the Regulation 886.
- (f) By signing this Agreement Parties become part of the SRTI Ecosystem. Every Party fulfils one or several roles in the SRTI Ecosystem. Parties are aware that the SRTI Ecosystem is only as good as the sum of its parts. However, there will be a difference on how the Parties contribute to this SRTI Ecosystem as they have different levels of capabilities in this field. Parties are committed to support the SRTI Ecosystem to the best of their abilities to improve road safety for all road users.
- (g) The Agreement stimulates a decentralized approach where Parties are all granted access to the relevant Content within the SRTI Ecosystem on a non-discriminatory basis. Hence, Content will be exchanged by Parties directly instead of being channelled via a centralised node or party. The decentralized approach does not operate exclusively via the NAP but does safeguard that the NAPs are in the loop.
- (h) The SRTI Ecosystem strives to be as open an ecosystem as possible to effectively implement Regulation 886 and reach a maximum amount of End Users within its entire geographic scope, while still safeguarding the rights of the Parties of this Agreement.

- (i) Parties recognize that ideally they would make use of an existing and widely recognised license option such as an open license. However, the debate surrounding intellectual property rights on data, information and services does not provide a common understanding at this point in time nor does there exist a common agreed taxonomy on terms like non-commercial use. Parties are closely monitoring these discussions and are committed to work on a possible change from this Agreement into a license model in a near future.
- (j) Although the European Commission and associations as the European Automobile Manufacturers' Association (ACEA) cannot enter this Agreement as a Party, they can be assigned by Parties as Chair of the General Assembly, since they are affiliated with the SRTI Ecosystem.
- (k) Parties recognize there is no consensus whether there are intellectual property rights vested on the Content or not. Parties grant a license to use the Content subject to the conditions described in this Agreement, regardless of whether the Content is protected by intellectual property rights or not.
- (l) This Agreement contains the conditions under which the provision and use of Content takes place. Parties express the intent to scale up the exchange of Content for the purpose of improving road safety. This includes enabling other industry partners and Member States to enter this Agreement (and thereby contributing to the SRTI Ecosystem).
- (m) The multi-party SRTI Ecosystem strives to be as open as possible by expressly supporting the unbureaucratic addition of new Parties willing to contribute to the improvement of road safety. The use of digital governance solutions (eGovernance) enables to streamline the accession process, while also providing a central record of documents, votes and resolutions needed to safeguard the scaling, continuity and transparency of the ecosystem.

## Article 2 Purpose

1. The purpose of this Agreement is to improve road safety by exchanging road safety related data and information within the SRTI Ecosystem in order to provide Data (L3) Free of Charge to End Users as required by Regulation 886.
2. This Agreement contains the terms and conditions of how Content will be exchanged and used on the basis of reciprocity to create information services on road safety related events and conditions as defined in Regulation 886 within the participating States.

## Article 3 Reciprocity and compensation

1. Content is exchanged within the SRTI Ecosystem in-kind on the basis of reciprocity for the sole purpose of road safety.
2. Reciprocity is understood within the context of this Agreement as the obligation of each contracting Party to contribute to the SRTI Ecosystem by sharing Data (L2), Data (L2') and/or Data (L3), depending on its role within the SRTI Ecosystem and corresponding obligations stated in article 4. The Data Source will exercise reasonable discretion for the Content it shares. That reasonable discretion will be scrutinized by the General Assembly. In turn, each Party is entitled to use the Content of other Parties under the conditions described in this Agreement.
3. In-kind means within the context of this Agreement that the exchange of Content is without any financial compensation between Parties of this Agreement. Instead, it is on the basis of reciprocity as mentioned in article 3.2. Therefore, Parties do not owe any financial compensation to each other for the exchange and use of the Content.

## Article 4 Roles within the Ecosystem

1. Each Party shall fulfil at least one of the following roles within the SRTI Ecosystem:
  - a. Data Source;
  - b. Aggregator;
  - c. NAP;
  - d. Creator;
  - e. Service Provider.

2. A Data Access Interface Provider is an entity that provides access to Content. A Data Access Interface Provider is no Party to this Agreement and thus has no voting rights in the General Assembly unless it performs additionally one of the roles mentioned in Article 4.1 as a Party.
3. Each Party may choose and shall declare (see form in Annex 2 [201005-IntakeFormSRTIEcosystem]) to the SRTI Ecosystem in writing the role(s) as laid out in Article 4 (1) it is willing to and intends to take initially. Each Party may change its role(s) at any time. Any changes to the selected role(s) shall be communicated in advance to the then current chair of the General Assembly of the SRTI Ecosystem in writing.
4. A Data Source is obligated to share or provide access to its generated Data (L2), Data (L2') and/or Data (L3) to all requesting Parties. The Data Source will exercise reasonable discretion for the Content it shares. That reasonable discretion will be scrutinized by the General Assembly.
5. An Aggregator is obligated to provide Data (L2') that is created on the basis of Data (L2) that is acquired through the SRTI Ecosystem to all requesting Parties.
6. A NAP functions according to the specifications under Regulation 886.
7. A Creator is obligated to provide Data (L3) that is created on the basis of Data (L2), Data (L2') and/or Data (L3) that is acquired through the SRTI Ecosystem to all requesting Parties.
8. A Service Provider is obligated to provide Data (L3) that is acquired through the SRTI Ecosystem Free of Charge to the End User.

## Article 5 Provision of Content

1. The Parties providing Content grant each other a limited, non-exclusive, revocable license to use the Content solely within the geographic area of the European Union and the States as defined in this Agreement and under the terms and conditions as described in this Agreement.

2. Content is provided strictly on an “as is”, “where is” and “as available” basis and the Party providing the Content gives no assurance or warranty that the Content is accurate, complete, up-to-date, available, error-free, and fit for purpose. However, Parties intend to undertake all reasonable efforts with respect to enhancing the availability, quantity and quality of the provided Content continuously.
  
3. Subject to the provisions of paragraph 1 and 2, the Data (L2) and the Data (L2’) need to be provided to any requesting Party in accordance with the technical description in Annex I [Data For Road Safety Technical Documentation Version 1.01]. Data (L2) and Data (L2’) need to include at least the following components:
  - a. A unique ID for every observed/detected event
  - b. Event type;
  - c. Heading of travel;
  - d. Longitude;
  - e. Latitude;
  - f. Time stamp.
  
4. Subject to the provisions of paragraph 1 and 2, the Data (L3) needs to be provided in accordance with the protocol as defined in article 7 of Regulation 886 and needs to include at least the components as defined in article 4 of Regulation 886.

## Article 6 Use of Content

1. The Content received through the SRTI Ecosystem shall be used for the sole purpose of enabling the provision of Data (L3) Free of Charge to the End User and thereby improving road safety. More specifically, only the following usage is allowed:
  - a. For creating Data (L2’) and Data (L3);
  - b. For providing Data (L3), and
  - c. For improving the creation of Data (L3).
  
2. The Content received through the SRTI Ecosystem may not result in a commercial advantage for any Party.

3. The Content received from the SRTI Ecosystem shall be deleted without undue delay after the aforementioned purposes are fulfilled, at the latest after a period of two months after receiving the Content.
4. The Data (L3) received through the SRTI Ecosystem must be handled by Parties in accordance with Regulation 886. This means, amongst other things, that Data (L3) made available to an End User must be Free of Charge.
5. The End User shall always receive the Data (L3) Free of Charge. This means in this context that:
  - a. Parties may not charge End Users to receive Data (L3) in traffic related applications and services i.e. an additional fee via an in-app upgrade and/or in-app purchase;
  - b. If fee-based (i.e. commercial) and non-fee based (i.e. non-commercial) applications & services are provided, the Data (L3) must be included in both types of applications and services;
  - c. The provision of Data (L3) to the End User will not lead to an additional fee except the charges explicitly permitted by the Regulation 886.
6. Parties are not allowed to share Content acquired through the SRTI Ecosystem with a third party outside of the SRTI Ecosystem, except providing Data (L3) to End Users and the exceptions laid out in Article 7.2, 7.4 and 7.5.
7. Parties may not reverse engineer algorithms, software code or other technologies used by Data Source(s), Creator(s) or Aggregator(s) in connection with Data collection, processing, aggregation or otherwise in their products. In case any such technical or commercial information becomes available to a Party, the Party undertakes to treat this information as confidential business secret of the Data Source(s), Creator(s) or Aggregator(s) (respectively) which is not intended to be used by the Party or anyone else.

8. For any use of the Content beyond the scope and conditions laid out in this Agreement, including a commercial use, the application of an alternative license is expressly allowed outside of the SRTI Ecosystem or outside of the scope of this Agreement. Different terms and conditions can thereby be set by the respective Parties involved – and in particular the Data Sources and intellectual property right owner(s).

## Article 7 Use of Content by the State and/or Public Authority

1. In addition to the provisions of Article 6, States and/or Public Authorities are allowed the following usage in order to fulfil obligations under the Open Data Directive, public tasks and other applicable laws and regulations.
2. Each State and/or Public Authority is allowed the following usage with regard to Data (L3) received through the SRTI Ecosystem:
  - a. Disseminate this Data (L3) to End Users (e.g. broadcasting);
  - b. Make metadata affiliated to this Data (L3) accessible via their NAP or other suitable repository;
  - c. Act upon the Data (L3) to conduct its public tasks to enhance or safeguard road safety;
  - d. Any other usage that is required to fulfil applicable laws, regulations and public tasks following from law or regulation.
3. Any use of Data (L3) received through the SRTI Ecosystem other than that specifically permitted by Article 7.2 is forbidden.
4. Each State is allowed to provide Content received through the SRTI Ecosystem to local authorities and local private and public road operators for the purposes stated in article 7.2, and to private radio broadcasters for the purpose stated in article 7.2.a.
5. Each State and/or Public Authority can, as required under the Open Data Directive, allow the re-use by a third party of Data (L3) that has been created by the State (or a subcontractor commissioned by the State) on the basis of the Content received through the SRTI Ecosystem. The use of this Data (L3) by the State and third parties is not monitored or limited.

## Article 8 Intellectual property rights

1. With this Agreement, Parties do not transfer any intellectual property rights to each other. Parties grant a license to use the Content subject to the conditions described in article 6 and 7.
2. Parties will comply with the conditions described in this Agreement, regardless of whether the Content is protected by intellectual property rights or not.
3. Parties expressly recognize that this Agreement is not intended to impair the value or validity of Parties' respective intellectual property of any kind, nor does the Agreement grant (or be construed as granting) any other rights (such as (but not limited to) implied license, granting rights for wider geographical scope, or exhaustion of Parties' intellectual property rights) than the ones expressly granted in this Agreement.

## Article 9 Compliance

1. Parties will act in compliance with Regulation 886 and the (national) implementation of EU ITS.
2. This Agreement, in no way, affects the obligations of the Parties under Regulation 886.
3. Parties shall take appropriate measures to ensure that the delivery of the Content does not violate the rights of third parties with regard to intellectual property and other forms of control.
4. Parties shall take appropriate measures to ensure that the Content and any underlying personal data has been collected, processed and created in accordance with the GDPR and the E-Privacy directive and its (national) implementation.
5. In particular:
  - a. Parties shall take appropriate measures to ensure that the Content does not contain personal data as defined in Article 4 (1) GDPR.
  - b. Parties providing Content shall take appropriate measures to ensure that the Content does not contain identifiers that directly or indirectly relate to an identified natural person.
  - c. The parties collecting Data (L2 and L2') shall take appropriate measures to ensure that the data protection requirements have been complied with when collecting the Data.

The Parties are not obliged to share data unless there is a legal obligation such as Regulation 886.

- d. The Parties aggregating, enriching, or cleansing Content shall take appropriate measures to avoid that through that processing (e.g. combination of data sources) the Content becomes personal data.

## Article 10 Disclaimer of Warranties and Limitation of Liability

1. Notwithstanding the terms and conditions of this Agreement, to the extent possible, Parties provide the Content as-is and as available, and make no representations or warranties of any kind concerning the Content, whether express, implied, statutory, or other. This includes, without limitation, warranties of title, merchantability, fitness for a particular purpose, noninfringement, 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 under the applicable law in full or in part, this limitation may not apply.
2. To the extent possible, in no event will a Party be liable to any other Party on any legal basis (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 Agreement or use of the Content even if that Party has been advised of the possibility of such losses, costs, expenses, or damages. Where a limitation of liability is not allowed under the applicable law 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 an at least negligent breach of one or more of the provisions described under Article 9 "Compliance" ; (b) losses arising out of the willful misconduct or gross negligence of any Party and/or (c) losses arising out of an at least negligent breach of usage restrictions described under Article 6 or 7.

## Article 11 Assignment

Parties may use subcontractor(s) in the execution of this Agreement, provided that the Party shall remain fully responsible for the acts and omissions of such subcontractor(s) under this Agreement. In such a situation the limitations of liability described in Article 10 also apply.

## Article 12 Governance SRTI Ecosystem

1. The decision-making body within this Agreement is the General Assembly. Every Party has one seat in the General Assembly.
2. In the General Assembly, all contracting Parties have one vote each.
3. The General Assembly has the following tasks:
  - a. enable discussion between Parties with regard to the functioning of the SRTI Ecosystem;
  - b. take decisions, only on items stated in article 12, paragraph 4.
4. The General Assembly can only decide on:
  - a. items with regard to the interpretation of this Agreement;
  - b. the dismissal of a Party under the terms of article 14, and
  - c. topics and activities that, directly or indirectly, facilitate the fulfilment of this Agreement and/or the SRTI Ecosystem as a whole.
5. The regular meeting cadence for the General Assembly is once within 12 months. Each General Assembly will assign a Chair and a date for the next regular General Assembly. The assigned Chair takes the responsibility to:
  - a. Act as a central point of contact for the duration of the period up to the next General Assembly;
  - b. Collect the agenda items from Parties, highlighting whether these items are to be discussed or require a decision of the General Assembly;
  - c. Send out invites, including the agenda, two weeks ahead of the scheduled date for the General Assembly;
  - d. Run the Chair during the General Assembly;
  - e. Take meeting minutes, documenting in writing any decisions that have been made;
  - f. Share the meeting minutes with all Parties;
  - g. Fulfil administrative tasks with regards to the e-governance tool laid out in article 19.
6. The General Assembly can only decide on items that had been mentioned as 'decision items' in the agenda that had been sent with the invite within the limits stated in article 12 paragraph 4.
7. Any Party may call for an extraordinary General Assembly to take place to make a decision that impacts or may impact the SRTI Ecosystem ("Extraordinary General Assembly"). Unless otherwise agreed, Extraordinary General Assemblies shall be conducted by means of a videoconference.

8. Calls for an Extraordinary General Assembly shall be made by a Party by email to the incumbent Chair of the General Assembly, indicating the reason for the Extraordinary General Assembly and proposing a date and time for such Extraordinary General Assembly.
9. In case more than half of the existing Parties and at least 51% of the States participate in the regular or Extraordinary General Assembly, the regular or Extraordinary General Assembly shall constitute a quorum.
10. Parties that don't attend the regular or Extraordinary General Assembly can authorize any participating Party to vote on their behalf. Authorizations have to be proven by a written power of attorney. All such authorizations have to be submitted to the Chair of the regular or Extraordinary General Assembly by the beginning of such General Assembly at the latest.
11. The Party calling an Extraordinary General Assembly shall be obliged to arrange an appropriate video-conferencing facility to be used, shall function as the Chair of the Extraordinary General Assembly, shall document the Parties present, take minutes of the Extraordinary General Assembly, count the casted votes, and shall take care of other administrative matters as applicable.
12. Decisions shall be made by a simple majority vote by the Parties present in the General Assembly or Extraordinary General Assembly at the time of the vote.
13. Decisions within the General Assembly or Extraordinary General Assembly shall concern roles, as specified in article 4, and not specific Parties, except for decisions regarding article 14.
14. By way of derogation from paragraph 12, a decision item is rejected if:
  - a. All attending States vote against a decision item of the General Assembly or Extraordinary General Assembly, or:
  - b. All attending Parties, other than States, vote against a decision item of the General Assembly or Extraordinary General Assembly.
  - c. With respect to the roles defined under Art. 4.1., all Parties fulfilling the same role vote against a decision item of the General Assembly or Extraordinary General Assembly.

## Article 13 Accession

1. This Agreement will be open to the accession of new parties provided that this new party is able to fulfil at least one of the roles described in article 4.1.
2. Parties intend to promote this Agreement and the SRTI Ecosystem in order to expand this Agreement and the SRTI Ecosystem with third parties.
3. By signing this Agreement, all Parties authorize the incumbent Chair of the General Assembly to agree, on behalf of them, with the accession of an Entrant to this Agreement provided that this Entrant meets the following conditions:
  - a. the Entrant formally declares it is willing and in a position to comply with all rights and obligations arising from this Agreement;
  - b. the Entrant can provide evidence that it can contribute to the purpose of this Agreement as laid out in article 2 by fulfilling at least one of the roles (as laid out in article 4) within the SRTI Ecosystem ;
  - c. the Entrant declares which of the roles (see article 4) it intends to play within the SRTI Ecosystem and, thereby, what it is intending to contribute;
  - d. the Entrant provides the information of Article 13.3 a, b and c in the self-declaration form (see Annex 2 [201005-IntakeFormSRTIEcosystem]) and distributes this to the Chair of the General Assembly.
4. The Chair of the General Assembly shall agree with the accession of an Entrant, provided that the conditions in article 13.3 are met, and shall inform each Party of the accession of a new Party.
5. The Accession of new Partners will be legally enacted only by a joint (digital) signature, as stated in article 19, of the following documents by the Legal Representatives respectively for A) the Chair of the GA at the time of signing, and B) the joining Party:
  - a. The Multi-Party Agreement signature page;
  - b. The self-declaration form.

## Article 14 Dismissal

1. A Party to the SRTI Ecosystem can be dismissed by a termination of this Agreement with a Party under the conditions laid out below. Such a termination is decided on by the General Assembly and enforced by the Chair of the General Assembly, executing the decision of the General Assembly on behalf of all Parties, provided that at least one of the following criteria is fulfilled:
  - a. a Party repeatedly and/or severely breaches its obligations under this Agreement, or
  - b. a Party did not perform as stated in the self-declaration form.
2. Termination by dismissal as mentioned in article 14.1 is only allowed if the default has continued for thirty (30) days after written notice thereof was provided to the breaching party by the Chair of the General Assembly.
3. The termination shall be made in writing by the Chair of the General Assembly and all the rights and obligations of such terminated Party under this Agreement shall cease as of such termination.
4. The Chair of the General Assembly will inform each Party of the dismissal.
5. Upon termination all remaining Parties are obliged to take all measures necessary to end the flow of Content to and from the dismissed Party, thereby ensuring that the dismissed Party can no longer execute the role(s) laid out in article 4.

## Article 15 Duration of the Agreement and termination

1. This Agreement enters into force on the November 1 2020 and will remain in force until October 31 2025. Following the expiration of its initial term, the Agreement shall continue in force and effect from year to year with those Parties that specifically approve such continuance at least annually.
2. Each Party is permitted to terminate its own participation to this Agreement at any time, after informing the Chair of the General Assembly, with or without cause, effective immediately, and shall thereby withdraw from the SRTI Ecosystem. For the avoidance of doubt, this Agreement shall continue to apply to the other Parties.
3. All provisions of this Agreement which by their nature should survive termination shall survive termination, including, without limitation, the restrictions described in article 6 and 7 and the limitations of liability.

4. After terminating its own participation to this Agreement, that Party shall without undue delay delete from any system in the control of the Party the Content that has been collected through the SRTI Ecosystem and relevant access information including corresponding documentation. The remaining Parties shall without undue delay delete from any system in the control of the Party the Content provided by the Party that has withdrawn from the SRTI Ecosystem. This article 15.4 shall also apply to each Party that is no longer a Party to this Agreement for other reasons, in particular termination of this Agreement as a whole or dismissal.

## Article 16 Entire Agreement

1. This Agreement sets forth the entire understanding and agreement between the Parties as to the subject matter hereof and supersedes all previous communications and understandings, whether oral or written, between the Parties, with regard to the subject matter hereof.
2. No variation of this Agreement shall be binding upon any Party unless made in writing and signed by an authorized representative of each Party.
3. The applicability of any general terms and conditions which may be used by a Party or to which a Party may refer in any manner whatsoever is hereby specifically rejected by the Parties.

## Article 17 Severability

If any provision of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such finding shall not invalidate the remainder of this Agreement which shall remain in full force and effect as if the provision(s) determined to be invalid or unenforceable had not been a part of this Agreement. In the event of such finding of invalidity or unenforceability, the Parties will endeavour to substitute forthwith the invalid or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided.

## Article 18 Dispute resolution and applicable law

1. This Agreement shall be governed by and interpreted in accordance with German law excluding its international private law rules and the Vienna Sales Convention.
2. Parties agree to endeavour to settle disputes on an amicable basis. In the event that disputes cannot be settled on such a basis, disputes shall be referred to the court of first instance in Berlin, Germany.

3. In derogation with article 18.1 and 18.2, all disputes that involve a State, arising out of or relating to this Agreement, or any agreements to be entered into by a State pursuant to this Agreement, that cannot be solved within the SRTI Ecosystem and its governance, shall be submitted to a competent court in the jurisdiction of that State nearest to where the government of that State has its seat and will be governed by and construed in accordance with the laws of that State excluding its international private law rules and the Vienna Sales Convention.
4. This Agreement does not create any legally enforceable rights or obligations between the States that are a Party to this Agreement. This Agreement does not constitute a treaty for States that are a Party to this Agreement.
5. This Agreement may be executed in any number of counterparts, each of which when executed and delivered digitally shall constitute a duplicate original, but all counterparts together shall constitute a single Agreement.

## Article 19 E-governance

1. The regular and extraordinary General Assemblies will be supported by a digital interface that as a minimum set of functionalities allows to:
  - a. prepare for the meetings, and
  - b. give access to the relevant information;
  - c. validate the Agenda and associated items;
  - d. raise potential issues;
  - e. automatically invite the Parties' representatives;
  - f. collect, record and monitor votes on resolutions / decisions in real-time; and
  - g. sign off the meeting minutes.
2. Signatures shall be given as follows;
  - a. "Qualified Electronic Signature" (QES) for the legally binding digital signature of the Multi-Party Agreement upon accession of a (new) Partner,
  - b. "Advanced Electronic Signature" (AdES) for the digital voting in the GA by the Delegates - or possible Proxies.
3. The appointed chair will cover E-governance's yearly fee.