

## MEMORANDUM OF UNDERSTANDING

**The European Automotive and Telecom Alliance**, with the address at its secretariat, GSMA Europe, Chaussée d'Etterbeek 180, 1040 Brussels, Belgium, represented for the purpose of signing this memorandum by its founding associations (ACEA, CLEPA, ETNO, ECTA, GSMA, GSA),

hereinafter referred to as '**EATA**',

**and**

**5G Automotive Association**,

with the registered address at Neumarkter Str. 21, 81673 Munich, Germany, represented for the purpose of signing this memorandum by Christoph Voigt, Chairman of the Board, Dino Flore, General Director and Markus Dillinger, Secretary, duly entitled to sign,

hereinafter referred to as '**5GAA**'.

Hereinafter referred to individually as '**the Party**' or collectively as '**the Parties**'.

## **PREAMBLE**

### **WHEREAS:**

Connected and automated driving is considered as a good example of the Internet of Things potential.

The European Commission has developed a Strategy to facilitate cooperative, connected and automated mobility. This strategy contains a staggered approach whereby current technologies should enable a number of C-ITS and other service applications towards 2019. The communications channels can make use of different radio transport technologies such as 802.11p or C-V2X (C-V2X stands for cellular radio transport technologies covering 4G and 5G) supporting defined ITS G5 services and future services.

The Digital Single Market of the European Union contains another lever in the field of communication technologies whereby policies are proposed to develop a Gigabit society through the development of 5G.

The European Commission stimulated the cooperation between the automotive and the telecommunications sector through a number of round tables chaired by Commissioner Günther H. Oettinger. The exploration talks between both sectors have facilitated the creation of EATA, the European Automotive and Telecom Alliance. This Alliance is currently a *de facto* association.

EATA includes its six leading associations and at present thirty eight companies, including telecom operators, vendors, automobile manufacturers and suppliers for both cars and trucks. The main goal of EATA is to promote the wider deployment of connected and automated driving in Europe, thus facilitating the EC strategy of 30 November 2016 on cooperated, connected and automated mobility. The first concrete step is the advancement of a “Pre-Deployment Project” aimed at use-case categories such as C-ITS services and automated driving. The experiments planned by EATA in a number of Member States will identify and address both technological and regulatory issues. Among other important elements, the project will tackle interoperability issues as well as infrastructure investment to address connectivity needs, and the improving of safety and security. At the same time, pilot projects will help to elaborate the basic business models that both sectors can start deploying when investing in these technologies.

5GAA is a global multi-industry association open to companies, organisations and legal entities engaged in the automotive and ICT industries and the broader eco-system and value chain for vehicle and road transportation systems.

Founded in 2016 it has a worldwide representation of currently thirty members including automobile manufactures, telecommunications infrastructure and equipment vendors, network operators and suppliers for the automobile industry. to develop, test and promote communications solutions, initiate their standardization and accelerate their commercial availability and global market penetration to address societal need. Focus areas are the development, testing and promotion of communications solutions, the initiation of their standardization and the acceleration of their commercial availability and global market penetration to address society's connected mobility and road safety needs with applications such as autonomous driving, ubiquitous access to services and integration into smart city and intelligent transportation.

The Parties wish to establish a mutually beneficial cooperation in the fields of connected and automated driving in order to benefit from their complementary activities and assets and to share among each other the knowledge arising there from.

The Parties wish to undertake joint activities of mutual interest in accordance with their specific needs and objectives, and shall, by separate agreements, determine the areas and subject of such joint activities, on the basis of the understanding set out in this Memorandum of Understanding, hereinafter referred to as '**the MoU**'.

## **THE PARTIES HAVE AGREED AS FOLLOWS:**

### **ARTICLE 1 – SUBJECT AND SCOPE OF THE MoU**

**1.1** The subject of the MoU is to establish the basis for future collaboration between the Parties in the field of a number of areas among which:

- ✓ Prioritization of use cases
- ✓ Standardization priorities for ETSI, 3GPP, SAE, etc. supporting connected and automated driving
- ✓ Promoting spectrum related issues (V2X) and agree on usage modalities of certain bands Security/privacy and vehicle safety requirements to be supported by both MNOs and OEMs in a collaborative manner
- ✓ Agreements between MNO/OEM

**1.2** The envisaged collaboration between the Parties will be aimed at coordinating technical and regulatory activities in the fields of common interest, specified in the Annex, in order to ensure information sharing and efficient use of resources.

**1.3** Each Party intends as a general rule to implement the MoU through the exchange of publicly available, non-proprietary information. Should the exchange of other information be necessary, such exchange will be subject to Article 3.

The Parties do not intend, or expect, to create intellectual property under the MoU. If it appears that intellectual property is likely to be created, the Parties understand the need to agree on a detailed collaboration agreement to govern intellectual property rights.

**1.4** Except for the obligations laid down in Article 3, the MoU does not establish legally binding obligations on the part of any of the Parties, including without limitation any financial obligation.

## **ARTICLE 2 – MODALITIES OF CO-OPERATION**

**2.1** The implementation of the MoU shall be subject to the availability of funds, personnel and other resources as well as to the applicable laws and regulations, policies and programmes of each Party. The MoU does not represent any commitment with regard to funding on the part of either Party.

**2.2** Each Party shall bear its own costs in connection with the implementation of the MoU. There shall be no transfer of money between the Parties in connection with the MoU.

**2.3** The exact modalities of cooperation between the Parties on any of the scientific subjects specified in the Annex will be set out in the collaboration agreements related to the particular subject.

## **ARTICLE 3 – CONFIDENTIALITY**

**3.1** The Parties undertake to keep confidential any information communicated to them by the other Party (i) as confidential or (ii) the disclosure of which may clearly be prejudicial to the other Party, until the information legitimately becomes publicly available through other parties or through work or actions lawfully performed outside (not based on the MoU) or has been made available to the receiving Party by another party without any confidentiality restrictions.

- 3.2** During the term of the MoU and for a period of five years following its termination, neither Party shall make publicly available or communicate to any third party any information related to or resulting from the implementation of the MoU, without first obtaining a written consent of the other Party on the manner and timing of such publication or communication. Such consent may not be unreasonably withheld. Notwithstanding the foregoing, any Party may indicate when communicating information to the other Party that the confidentiality of such information shall be maintained even after the said five-year period.
- 3.3** In case of any dispute or difference between the Parties arising out of or in connection with the application of this Article, the Parties shall settle it by mutual agreement. Such effort shall be deemed to have failed when one of the Parties notifies so the other in writing. In that case, each Party may initiate proceedings before the Courts of Brussels. The applicable law will be Belgian law.
- 3.4** All obligations under the present Article apply without prejudice to the applicable law, including without limitation the law governing the right of public access to documents. Neither Party can claim any damages or breach of the MoU in cases where the other Party acts according to its obligations resulting from the applicable law.

#### **ARTICLE 4 – ADMINISTRATIVE PROVISIONS**

All correspondence concerning the performance of the MoU shall be sent to the following addresses:

EATA:

-Mr Joop Hazenberg, GSMA, secretary of the Steering Committee of EATA.

-[jhazenberg@gsma.com](mailto:jhazenberg@gsma.com)

5GAA :

-Mr Markus Dillinger, Huawei, secretary of 5GAA

-[markus.dillinger@huawei.com](mailto:markus.dillinger@huawei.com)

## **ARTICLE 5 – ENTRY INTO FORCE AND DURATION**

- 5.1** The MoU will enter into force on 27 February 2017 and is concluded for a period of two years from said date. The MoU may be extended or amended only by written agreement signed by the duly authorised representatives of both Parties.
- 5.2** Either Party may terminate the MoU at any time upon three months prior written notice to the other Party.

## **ARTICLE 6 – ANNEX**

The Annex shall form an integral part of the MoU.

Signed in two originals in the English language.

Done in Barcelona on 27 February 2017.

For EATA, represented by its founding associations:

ACEA	Joost Vantomme, Smart Mobility Director p/o Erik Jonnaert, Secretary General	
CLEPA	Sigrid De Vries, Secretary General	
ETNO	Lise Fuhr, Director General	
ECTA	Luc Hindryckx, Executive Director	
GSMA	Shane Rooney, Executive Director IoT networks	
GSA	Joe Barrett, President	

For **5GAA**

Christoph Voigt, Chairman of the Board	
Dino Flore General Director	
Markus Dillinger Secretary	



## **ANNEX : AREAS OF COOPERATION**

### **1. Technology**

- ✓ Parties understand that radio technology channels should be investigated which includes usage of DSRC and C-V2X (cellular technologies for V2X covering 4G and 5G)
- ✓ Standardization priorities for ETSI, 3GPP, SAE, etc. supporting connected and automated driving
- ✓ Security and data protection/privacy solutions
- ✓ Technology roadmap and network architecture requirements
- ✓ Others (tbd)

### **2. Applications**

- ✓ Prioritization of use cases (including future use cases, e.g. platooning, cooperative maneuvers, etc.)
- ✓ Involvement of Member States' authorities and third countries where appropriate
- ✓ Road and vehicle safety enhancing applications
- ✓ Vehicle traffic steering and optimisation solutions
- ✓ Others (tbd)

### **3. Regulatory**

- ✓ If in the interest of both Parties, joint work on the definition of positions, outreach material and round tables
- ✓ Focus areas:
  - Digital Single Market (data protection/privacy, security, single market, 5G, etc)
  - Technology development
  - Funding programs
  - Spectrum for V2X
  - Involvement of Member States and third countries where appropriate
  - Support legal and regulatory framework to allow high level of autonomous driving
  - Others (tbd)

### **4. Modalities of cooperation**

The Parties will institutionalise their cooperation through dedicated contact and expert groups. Modalities thereof will be discussed.