

SM/4230/518

Consortium Agreement

Initiative for the Global Harmonization of Accident Data, IGLAD

BETWEEN

AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH (AIT) established at Donau-City-Straße 1, A-1220 WIEN, Austria

AND,

AUTOLIV DEVELOPMENT AB (Autoliv) established at Wallentinsvägen 22, SE-447 83 Vårgårda, Sweden

AND,

Federal Republic of Germany represented by the Federal Ministry of Transport and Digital Infrastructure represented by the FEDERAL HIGHWAY RESEARCH INSTITUTE (BAST) represented by the President established at Brüderstraße 53, D-51427 Bergisch Gladbach, Germany

AND,

BAYERISCHE MOTOREN WERKE AG (BMW) established at Petuelring 130, 80788 München, Germany

AND,

BELGIAN ROAD SAFETY INSTITUTE (BRSI) established at Chaussée de Haecht 1405, 1130 Brussels, Belgium

AND,

THE UNIVERSITY OF ADELAIDE (CASR) a body corporate established pursuant to the provisions of the University of Adelaide Act 1971, of North Terrace, Adelaide, South Australia 5005

AND,

CHINA AUTOMOTIVE TECHNOLOGY & RESEARCH CENTER (CATARC) established at No. 68, East Xianfeng Road, Doli District, Tianjin, 300300 China

AND,

CHALMERS TEKNISKA HOEGSKOLA AB (CHALMERS) established at 412 96 Göteborg, Sweden

AND,

DAIMLER AG (DAIMLER) established in Mercedesstrasse 137, 70327 Stuttgart, Germany

AND,

FCA ITALY S.p.A. - 104 - RESEARCH & DEVELOPMENT (FIAT) established at Corso Settembrini 40, Porta 8, 10137 Torino, Italy

AND,

FORD WERKE GMBH (FORD) established at Spessartstr., 50735 Köln, Germany

AND,

GROUPEMENT D'INTERET ECONOMIQUE DE RECHERCHES ET D'ETUDES PSA / RENAULT (GIE PSA-RENAULT), governed by the French Order of September 23, 1967 registered in the Companies and Trade Registry in Paris under the number C320 377 468 having its head office in Paris 16th District, 75 avenue de la Grande Armée, acting on its name and its behalf and on the name and on behalf of the PEUGEOT S.A and its Subsidiaries, including PEUGEOT CITROEN AUTOMOBILES S.A (PCA) and RENAULT S.A and its Subsidiaries (RENAULT) represented by Mr Rémi BASTIEN, in his capacity of Chairman of the G.I.E.

AND,

IDIADA CZ a.s. (IDIADA CZ) established at Pražská třída 320/8, Kukleny, 500 04 Hradec Králové, Czech Republic and **TRANSPORT RESEARCH CENTRE (CDV)** established at Líšeňská 33a, 636 00 Brno, Czech Republic.

AND,

IDIADA AUTOMOTIVE TECHNOLOGY, S.A. (IDIADA Spain) established at L'Albornar, PO Box 20, E-43710 Santa Oliva (Tarragona), Spain

AND,

JP RESEARCH INDIA Pvt. Ltd. (JP Research) RASSI Consortium Founder, established at 1st Floor, 583/1, Sri Kumaran Salai, Civil Aerodrome Post, Avinashi Road Coimbatore, Tamilnadu 641014, India

AND,

SAE BRASIL (SAE BRASIL) established at Av. Paulista, 2073 - Ed. Horsa II - 10^o andar, Conjunto 1.003, CEP: 01311-940 - São Paulo – SP; Brazil

AND,

SHANGHAI UNITED ROAD TRAFFIC SAFETY SCIENTIFIC RESEARCH CENTER (SHUFO) established at No. 1239, Siping Road, Shanghai, China

AND,

TOYOTA MOTOR EUROPE NV/SA (TOYOTA) established at Avenue du Bourget 60, Bourgetlaan 60, 1140 Brussels, Belgium

AND,

GRAZ UNIVERSITY OF TECHNOLOGY (TU Graz) established at Rechbauerstrasse 12, 8010 Graz, Austria represented through Vehicle Safety Institute

AND,

UNIVERSITY OF FIRENZE (UNIFI) established at via Santa Marta 3, 50139 Firenze, Italy represented through Dipartimento di Ingegneria Industriale

AND,

VOLVO CAR CORPORATION (VCC) established at HB3S, dept. 50090, 405 31 Gothenburg, Sweden

AND,

VERKEHRSUNFALLFORSCHUNG AN DER TU DRESDEN GmbH (VUFO) established at Semperstraße 2a, 01069 Dresden, Germany

1. Preamble

1.1 The Parties to this Agreement wish to collaborate to:

- Build a database on in-depth data from different countries in a comparable and harmonized way.
- Co-operate over the creation, sharing and usage of the data as well as restrictions of a common accident database.

1.2 This Consortium Agreement sets out the relationship between the Parties and the organization of the work.

1.3 The Parties acknowledge that their co-operation under this Agreement is non-commercial and targeted for research purposes to accomplish improvements in road safety. The money spent by the Administrator for the project is used for covering the costs of the project. Any positive budget balance will be reinvested in the project.

2. Definitions

2.1 "Member": A Party who pays the membership fee according to clause 8.

2.1a "Active Member": A member with voting rights who actively participates in Steering Group meetings.

2.1b "Associate Party": Organisation without voting rights or rights to data, whose participation at Steering Group meetings is possible as an observer role.

2.2 "Data Provider": A Party to this Agreement, as set in Appendix A, that provides data in accordance to clause 9,

2.3 "Administrator": The Party who is appointed by the steering group and undertakes the tasks in accordance to clause 10 and Appendix D.

2.4 "IGLAD Database": Sum of the recoded random subsamples of each Data Provider merged into one database.

2.5 "CDS (Common Data Scheme)": Document describing the content of the IGLAD Database.

2.6 "Consortium": The collaboration agreed under this agreement.

2.7 "Effective Date": The date when all Parties have signed this Agreement.

2.8 "Steering Group": Group of Members that organizes the Project, and ensures its progress in a satisfactory way.

2.9 "Chair (of Steering Group)": Person who acts as representative of the Steering Group.

3. Scope

3.1 The Data Providers agree on contribute and share in-depth accident data according to the conditions defined below to any and all current Members as in the IGLAD consortium.

4. Commencement and Duration

4.1 This Agreement shall commence on **2017-01-01** and shall continue until the completion of the Project on **2019-12-31**. All provisions in sections 9.8, 10.6, 11 and 12 survive expiration or termination of this Agreement.

4.2 The term of this Agreement may be extended beyond 2019-12-31, at any time prior to that date, by written agreement of the Parties, for such period or periods as are deemed appropriate.

5. Addition of Parties to the Consortium

5.1 New Parties may be invited to join the Consortium for a full calendar year only by the unanimous decision of the Steering Group. Each Steering Group member may veto the access of a new Member, however approval of a new Member shall not be unreasonably withheld and only be denied if data misuse is foreseeable. If no veto is received by the Steering Group, represented by Administrator, within six weeks of notice, the accession of new member shall be deemed accepted for the year of which membership fee is paid.

5.2 Running memberships may be terminated by unanimous vote of the Steering Group when data abuse becomes apparent. Accession agreements to this Consortium Agreement according to Appendix E shall be signed by the new Party, and the Administrator.

6. Withdrawal of a Party

6.1 All Parties shall have the right, upon three months prior written notice, to terminate the cooperation at the end of the calendar year.

6.2 In the event of withdrawal of a Data Provider, the Project will be liable to meet only the cost of any work undertaken up to the point at which a Data Provider ceases to be a Party. In all cases, the Members reserve the right of access to compensated data provided by the Data Provider.

7. Steering Group

7.1 The Members shall establish, within thirty days after the Effective Date, a Steering Group which shall be composed of duly authorized representatives of the Members. After having informed the Members in writing, each Member shall have the right to replace its representative and/or to appoint a proxy. The Steering Group shall appoint a Chair from amongst its Members. The Chair is appointed for three years. Acting Steering Group is listed in Appendix C.

7.2 All Members are eligible but not obligated to be active Members of the Steering Group and annually notify the Chair in written form whether they would like to become or remain active or become inactive. This indication will be given by November of a year, for the following calendar year. The Steering Group may grant requests of Members to become active during a calendar year. Active

Steering Group members ensure continuity of their engagement and input during their active term, which extends at least until the end of the current calendar year.

7.3 Associate membership without voting rights or rights to data may be granted by the Steering Group, with the role as observers.

7.4 Project Oversight

The Steering Group shall be responsible for the delivery of the project outcomes.

7.5 Appointment of Administrator

The Steering Group shall be responsible for appointing an Administrator. The Administrator is appointed for a three year period.

7.6 The Administrator organization, if Member, is eligible but not obligated to be an active Member of the Steering Group.

7.7 Publications and Press Releases

The Steering Group shall decide procedures for dissemination of publications and press releases relating to the project.

7.8 Steering Group Meetings

The Steering Group shall determine the frequency of its meetings, but shall meet at least twice per year. Additional meetings may be called by two or more Parties. Meetings will operate under the following rules:

7.8.1 At each meeting, the Steering Group will agree on a date for the next meeting.

7.8.2 Each Steering Group member will have one vote, except for the Chair who has a casting vote. A Member may not vote on matters concerning a dispute with the Parties where the Member is the subject of the dispute.

7.8.3 The quorum for a meeting will be five (5) voting Members.

7.8.4 Votes will be decided on the basis of a majority vote. To encourage Steering Group engagement, remote voting is permitted only if members participate via audio or video link. Member votes are not transferable to other members as proxy.

7.9 In addition to the Steering Group's collective responsibility, individual members of the Steering Group will have specific responsibilities as determined by the Steering Group from time to time.

7.10 The Steering Group keeps control that the data meets the CDS standard and quality. The procedure for quality control shall be defined by the Steering Group. Any changes to the CDS have to be agreed in the Steering Group.

7.11 In the event of the termination of the IGLAD project under a positive budget balance, the Steering Group will decide upon appropriate action.

8. Member

8.1 Members have the right to access the data in the IGLAD Database for each year for which the Member has paid its membership fee.

8.2 Membership fee is € 8,000 per year.

8.3 The membership fee can be reduced

(a) by an amount of 80 € per accident case delivered and granted (but a maximum of € 8,000), if the member is the sole owner of the respective accident data delivered and granted,

OR

(b) by an amount of 20 € per accident case delivered and granted (but a maximum of € 2,000), if the member is contractor of a consortium which is the owner of the respective accident data delivered and granted.

This reduction of membership fee can only be applied once for each Member.

8.4 Membership fees will be invoiced in September the year before data is delivered.

8.5 Access to the data is limited to the Members. Access is granted as a complete copy of the data set for each year in a format pre-defined by the Steering Group.

9. Data Provider

9.1 Data Providers shall provide 50 or 100 randomly sampled in-depth accident data cases from their own data repository to the Administrator for inclusion in the IGLAD Database.

Current Data Providers are listed in Appendix A.

9.2 Each Data Provider shall recode the original dataset according to the current IGLAD Common Data Scheme (CDS). The original dataset shall contain all parameters that are defined in the CDS in sufficient quality. A maximum of 20% unknown rate is permitted.

9.3 Each Data Provider shall generate its dataset taking a random sample according to the procedure described in the current code book from the corresponding preceding year of its own in-depth dataset. The sampling procedure may be updated by the Steering Group by November the year preceding a new data year.

9.4 The Data Provider is responsible to totally de-identify its data in compliance with the data protection laws in its own jurisdiction.

9.5 Data Providers are compensated for recoding of data with € 80 per case per year after data is delivered.

9.6 Each Data Provider is responsible to provide the readily recoded sample in the pre-defined format by the end of each project year.

9.7 In no event shall a Party have the right to withdraw any data – which they have provided - from the IGLAD Database. No Party has under any circumstances the right to deny full IGLAD members access to its contribution to the IGLAD Database.

10. Administrator

10.1 The Administrator shall open and maintain a separate financial account for the benefit of the Parties and the use of the Project. The Parties shall not be entitled to act or to make legally binding declarations on behalf of any other Party. Nothing in this Consortium Agreement shall be deemed to

constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

10.2 Without prejudice to its authority to contract in relation to the Project, the Administrator agrees to take all reasonable steps in every occasion to seek and obtain the prior consent of each of the other Parties before signing agreements for the benefit of the Project and the other Parties.

10.3 The Administrator should undertake all financial transactions, billing as well as merging the data into the IGLAD Database and allowing Member access to the IGLAD Database.

10.4 The Administrator is contracted for three years, after an internal bid procedure. The task list of the Administrator and the applicable financial compensation can annually be adapted, if approved by the Steering Group.

10.5 The Administrator shall undertake the tasks stated in Appendix D.

10.6 The Administrator shall not be liable for the failure of delivery, accuracy, correctness or commercial value from any of the data providers and in no case shall any of the Parties be liable towards any other Party for more than EUR100,000.

10.7 The Administrator shall inform the Steering Group about existing or potential financial imbalances and shall propose measures for their relief.

11. Publications

11.1 The Members may use the data from the IGLAD Database for publications. However, systematic comparisons between car models of different manufacturers are not allowed. The other Parties to this Agreement must be notified of the publication.

11.2 Common analysis questions based on the data from the IGLAD Database may be discussed and conducted within the Project and also be published by the Parties.

12. Data Usage and Data Protection

12.1 The Parties agree to comply with the privacy and data protection laws and regulations applicable in their jurisdiction.

12.2 Each Data Provider keeps ownership of their original in-depth data set.

12.3 The IGLAD Database from data years 2013 and ahead is owned by the IGLAD members.

12.4 Each Party agrees to keep the data from the IGLAD Database in confidence in accordance with the laws applicable in their jurisdiction and to use the database for its own research purposes only.

12.5 With the exclusion of Appointed Members Affiliates, Members may not assign, transfer or distribute parts of the IGLAD Database, either in written form or in electronic format, to any third party. Members remain responsible in case Appointed Members Affiliates will not comply with the obligations of this Agreement. "Appointed Member Affiliates" (maximum one per member) must be clearly specified and designated to the IGLAD steering group. External requests for analysis of data may be answered.

12.6 Parties may not establish a link between persons (or other information that can identify a person) and individual cases in the IGLAD Database.

13. Governing Law and Dispute Resolution

13.1 This agreement shall be construed according to and governed by the laws of the country of the Administrator.

13.2 The Parties agree to use best efforts to resolve disputes in an informal manner. Where the Parties agree that a dispute arising out or in connection with this Agreement would best be resolved by the decision of an expert, they will agree upon the nature of the expert required and together appoint a suitable expert by agreement.

13.3 Any person to whom a reference is made under Clause 13.2 shall act as expert and not as an arbitrator and its decision (which shall be given by the expert in writing and shall state the reasons for its decision) shall be final and binding on the Parties except in the case of manifest error or fraud.

13.4 Each Party shall provide the expert with such information and documentation which is reasonably required for the purposes of its decision.

13.5 The costs of the expert shall be borne by the Parties in such proportions as the expert may determine to be fair and reasonable in all circumstances or, if no determination is made by the expert, by the Parties in equal proportions.

14. General Provisions

14.1 Sole Agreement

This Agreement contains all the terms which the Parties have agreed in relation to the subject matter of this Agreement and supersede any prior written or oral agreements, representations or understandings between the Parties relating to such subject matters.

14.2 Appendices

The Appendices shall have the same force and effect as if expressly set in the body of this Agreement and any reference to this Agreement shall include the Appendices.

14.3 Waiver

No failure or delay by any Party to exercise any right, power or remedy will operate as a waiver of it nor will any partial exercise preclude any further exercise of the same, or of some other right, power or remedy.

14.4 Severability

If any clause or part of this Agreement is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision shall, to the extent required, be severed from this Agreement and shall be ineffective without, as far as is possible, modifying any other clause or part of this Agreement and this shall not affect any other provisions of this Agreement which shall remain in full force and effect.

14.5 Force Majeure

No Party will be deemed to be in breach of this Agreement, nor otherwise liable to the other for any failure or delay in performance of this Agreement if it is due to any event beyond its reasonable control other than strike, lock-out or industrial disputes but including, without limitation, war, fire,

flood, tempest and national emergencies and a Party so delayed shall be entitled to a reasonable extension of time for performing such obligations.

14.6 Assignment

Save as permitted for under this Agreement, neither this Agreement nor any of the rights and obligations under it may be sub-contracted or assigned by any Party without obtaining the prior written consent of the other Parties. In any permitted assignment, the assignor shall procure and ensure that the assignee shall assume all rights and obligations of the assignor under this Agreement and agrees to be bound to all the terms of this Agreement.

14.7 Variation

The provisions of this Agreement may be amended, varied, supplemented or revoked by mutual agreement by all Parties. Any such amendment, variation, supplement or revocation must be in writing and signed by the authorized representative of each Party.

14.8 Counterparts

This Agreement is executed simultaneously in one original with a signature page per Party. Each Party shall receive one copy of the entire Consortium agreement.

14.9 Costs

Each Party is to bear its own costs of drafting, signing and complying with the terms of this agreement, including any legal, interpretive and travel expenses.

LETTER OF INTENT

Declaration of intent for providing data to the IGLAD (Initiative for the Global Harmonisation of Accident Data) consortium 2018

Undersigned organisation is a party to the IGLAD consortium by signing the Consortium Agreement. The delivery of the cases will be in accordance to the Consortium Agreement (IGLAD CA Phase 3, final version 2017-03-06). Sampling and coding will be in accordance to the IGLAD Codebook 2018.

We hereby declare to deliver 50 cases of in-depth road accident data from years 2016-2017 (for member year 2018). Recoding will be compensated by €80 per case.

Please tick those boxes which apply to your organisation

- We would like to become a member in the IGLAD Consortium during the year 2018 (standard member fee € 8,000 per year) getting access to the IGLAD Database the corresponding year.

Please tick for reduced membership fee (if applicable):

- We are contractor of a consortium which is the owner of the respective accident data delivered and granted and are entitled to a data owner discount of 20 € per accident case (but a maximum of € 2,000). We are data owner of _____

- We are sole owner of the respective accident data delivered and granted and are entitled to a data owner discount by an amount of 80 € per accident case (but a maximum of € 8,000). We are data owner of _____

- We would like to become an Active Steering Group member and ensure continuity of our engagement and input during our membership period, which extends until three (3) months after IGLAD Database delivery for the membership period.

CENTRUM DOPRAVNÍHO VÝZKUMU, s.r.o.

Name of Organisation

3rd October, 2018

Date

JINDŘICH FRIC

Name of authorised representative

Centrum dopravního výzkumu, s.r.o.
Ligůvská 33a, 635 00 Brno
cdv@cdv.cz
IČ: 44 99 45 75
DIČ: CZ44994575

Signature of authorised representative

Please return to:

SAFER Vehicle and Traffic Safety Centre at Chalmers, Att. Ines Heinig, PO Box 8077, 402 78 Gothenburg, Sweden