

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding made effective as of , 2002 by and between DaimlerChrysler Corporation, a Delaware corporation (“DaimlerChrysler”), Ford Motor Company, a Delaware corporation (“Ford”), and General Motors Corporation, a Delaware corporation (“GM”), (collectively the “OEMs”), on the one hand, and the European co-operation for Accreditation, an Association registered in the Netherlands, (EA) on behalf of the Accreditation Body members of its Multilateral Mutual Recognition Agreement (MLA), on the other hand.

Whereas, DaimlerChrysler, Ford and GM wish to engage independent organizations to provide competency assessment of and, if appropriate, accreditation of automotive electromagnetic compatibility (EMC) testing laboratories; and

Whereas, it is understood that accreditation by EA MLA members does not guarantee recognition of that accreditation by the OEMs individually or collectively; and

Whereas, EA MLA members are willing to perform such assessment and accreditation services as independent third parties on a non-exclusive basis and at no cost to DaimlerChrysler, Ford and GM on the terms and conditions set forth below.

Now, therefore, the parties hereto agree as follows:

1. Obligations

EA MLA members will:

- (a) impartially assess and evaluate each laboratory that seeks accreditation and designation as an “Accredited Automotive EMC Testing Laboratory” .
- (b) perform each laboratory assessment in a professional and consistent manner for the purpose of determining the laboratory’s compliance with each criterion set forth in each of the following document(s) (collectively the “Evaluation Criteria”):

1) ISO 17025 – General Requirements for the Competence of Testing and Calibration Laboratories, and

2) supplemental automotive EMC requirements: Automotive EMC Laboratory Recognition Program

- (c) as a condition for undertaking the assessment of a laboratory, obtain the laboratory's express written consent to EA MLA members sharing the accreditation decision, the assessment results, and other information relating to the laboratory, including copies of the assessor's report, with DaimlerChrysler, Ford and GM. Assessor's reports shall be provided with an identification code, rather than with the laboratory identification to allow impartial review of the report.
- (d) accredit any laboratory and indicate the Automotive EMC test methods assessed specifically in the scope of the accreditation, provided that the laboratory meets all of the Evaluation Criteria for those specific tests.
- (e) promptly notify the laboratory and the OEM's designated representative of the accreditation decision and scope of the accreditation.
- (f) promptly inform the OEMs and their designated representative whenever a laboratory has its accreditation terminated or revoked for any reason.
- (g) cooperate with the OEMs in periodic reviews of the Evaluation Criteria and implement such changes thereto as may from time to time be requested by the OEMs.
- (h) provide the OEMs with access to copies of the resumes of all assessors which EA MLA members intend to use in the automotive EMC laboratory assessment and accreditation program contemplated in this Memorandum of Understanding and exclude from the program any assessor to whom an EA MLA member receives written objection from any of the OEMs.
- (i) provide training to its assessors related to the automotive EMC test methods to

assure understanding of the methods and promote uniform assessment judgement.

- (j) investigate concerns expressed in writing to EA or any EA MLA member by an OEM related to the competency of an EA MLA member accredited automotive EMC laboratory and report to the OEM the findings and action being taken.

The OEMs will:

- (a) review periodically the Evaluation Criteria and provide EA with written requests for any changes to the Evaluation Criteria.
 - (b) promptly review, after receipt, the resumes of the assessors proposed by EA MLA members for the program and inform the relevant EA MLA member in writing of any objections to their use.
 - (c) individually inform the relevant EA MLA member in writing of concerns related to the competency of an EA MLA member accredited automotive EMC laboratory to perform the tests included in the scope of their accreditation.
2. Costs. The parties intend that the cost of the assessment/accreditation program contemplated in this Memorandum of Understanding will be borne by fees assessed by the relevant EA MLA member against the laboratories seeking accreditation from that EA MLA member. DaimlerChrysler, Ford and GM, either individually or collectively, shall have no obligation to compensate any EA MLA members in any way for the services provided pursuant to this Agreement.
3. Hold Harmless. EA will indemnify and hold DaimlerChrysler, Ford and GM, their directors and officers, employees, agents, parent companies and subsidiaries, harmless from all liabilities, claims, damages, losses and expenses, including attorneys' fees, that any of them may incur as a result of (a) breach of this Memorandum of Understanding by EA or any EA MLA member, (b) libel, slander, defamation, or infringement or other violation of any privacy or similar rights committed by EA or any EA MLA member, or (c) any wrongful or negligent act or omissions of EA or any EA MLA member.

4. Governing Law. This Memorandum of Understanding must be construed and enforced in accordance with the laws of the State of Michigan, as if fully performed therein, without giving effect to its conflicts of law rules, in the event that EA initiates any actions or enforces its rights hereunder. This Memorandum of Understanding must be construed and enforced in accordance with the laws of the Netherlands, as if fully performed therein, without giving effect to its conflict of laws rules, in the event that the OEMs initiate any actions or enforce their rights hereunder.

5. Withdrawal and Termination. The OEMs collectively and EA may each terminate this Memorandum of Understanding at anytime, without cause, upon six months prior written notice to the other, and may terminate this Memorandum of Understanding by written notice following a material breach of this Memorandum of Understanding which is not cured within fifteen days after receipt of written notice thereof. Additionally, DaimlerChrysler, Ford or GM may withdraw from this Memorandum of Understanding at any time, without cause, upon six months prior written notice to EA and the other OEMs.

6. Marks and Publicity. This Memorandum of Understanding does not grant EA or its MLA members rights to trademarks or other intellectual property of the OEMs. EA and its MLA members shall have the right to accurately publicize this Memorandum of Understanding after approval of the publicity by the OEMs, whose approval shall not be unreasonably withheld.

7. Notices. Notices concerning the terms of this Memorandum of Understanding should be sent by first class mail (airmail, if sent internationally) or personally delivered to the following addresses:

European co-operation for Accreditation
c/o COFRAC, 37 Rue de Lyon,
F-75012 Paris,
France
Attention: The Secretary, EA

DaimlerChrysler Corporation

800 Chrysler Drive CIMS 481-47-20
Auburn Hills, MI 48326-2757 USA
Attention: EMC Department Manager
with a copy to:

DaimlerChrysler Corporation
1000 Chrysler Drive CIMS 485-14-96
Auburn Hills, MI 48326-2766 USA
Attention: General Counsel

Ford Motor Company
Electrical and Electronic Systems Engineering
Research and Vehicle Technology
20000 Rotunda Drive
Bldg. 5, Location 2A104, MD 5017
Dearborn, MI 48121-2053 USA
Attention: EMC Department Technical Specialist

General Motors Corporation
GM Proving Grounds - Mail Stop 483-340-111
3300 General Motors Road
Milford, MI 48380-3726 USA
Attention: EMC Department Manager

8. Counterparts. This agreement may be executed in any number of counterparts and by the different parties on separate counterparts, each of which, when so executed and delivered, shall be an original, but all of which together shall constitute one and the same instrument, and it shall not be necessary in making proof of this Agreement to produce or account for more than one counterpart.

9. Agreement. This Memorandum of Understanding sets forth the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior understandings, agreements and representations with respect to the same subject matter. This Memorandum of Understanding may be changed only in writing signed by authorized representatives of EA and each of the OEMs.

Signed: DaimlerChrysler Corporation

Donald E. Goodwin

Date:

Title: Vice President - Scientific Laboratories and Proving Grounds

Ford Motor Company

Cary Wilson

Date:

Title: Director, Electrical and Electronic Systems,
Engineering, Advanced Vehicle Technology

General Motors Corporation

Mitch W. Bobrowiecki

Date:

Title: Director, Architecture/Development/Verification

European co-operation for Accreditation

Daniel Pierre

Date:

Title: Chairman, European co-operation for Accreditation

Supported by the following signatories of EA MLA members who each legally binds itself by the following Codicil to abide by all the conditions of the Memorandum of Understanding and to commit to indemnify the OEMs with respect to its own activities as an EA MLA member :

CODICIL

The undersigned EA MLA member (hereinafter "Member") (1) acknowledges that EA has signed this Memorandum of Understanding on behalf of its MLA members who perform AEMCLRP assessments of laboratories, (2) undertakes to abide by all the conditions of the Memorandum of Understanding with respect to its own activities as an EA MLA member and (3) agrees to indemnify and hold DaimlerChrysler, Ford and GM, their directors and officers, employees, agents, parent companies and subsidiaries, harmless from all liabilities, claims, damages, losses and expenses, including attorneys' fees, that any of them may incur as a result of (a) breach of this Memorandum of Understanding by the Member, (b) libel, slander, defamation, or infringement or other violation of any privacy or similar rights committed by the Member, or (c) any wrongful or negligent act or omissions of the Member.

Authorized Signatories of EA MLA members :