



MEMORANDUM OF UNDERSTANDING

Between

OMNIAIR CONSORTIUM, INC.,

ITS CANADA,

and

STANDARDS COUNCIL of CANADA

WHEREAS, OmniAir Consortium, Inc. ("OmniAir") is the leading industry organization promoting global interoperability for tolling, intelligent transportation systems ("ITS"), and connected vehicles, and is the owner of a family of conformity assessment certification programs for Intelligent Transportation System ("ITS") industry products, including the OmniAir Connected Vehicle Conformity Assessment ("CVCA") Program.

WHEREAS, Intelligent Transportation Systems Canada ("ITS Canada") promotes the application of innovative ITS-related technologies and facilitates the compatibility of ITS applications through the development and adoption of appropriate national and international standards and architectures within the industry.

WHEREAS, Standards Council of Canada, a corporation incorporated under the Standards Council of Canada Act, R.S.C. 1985, c S-16 (herein referred to as "SCC") is the National Accreditation Body and National Standards Body for Canada and accredits conformity assessment bodies to internationally recognized standards.

WHEREAS, ITS Canada and SCC acknowledges that OmniAir is the owner of certain Intellectual Property (test specifications, protocols, test tools and other Intellectual Property) associated with OmniAir's conformity assessment certification programs.

WHEREAS, the three organizations, each a "Party" and collectively, the "Parties", desire to have a closer cooperation in areas of mutual interest and to contemplate certain joint activities which may include, but are not limited to, the following:

DEFINITIONS AND TERMINOLOGY

Accreditation: The formal recognition of the competence of an organization to carry out specific functions in accordance with established criteria. When such accreditation has been accorded by SCC, the SDO is a component of Canada's standardization network.

Canada's standardization network: The people and organizations involved in the development, promotion and implementation of standards.

Certification: The provision by an independent body of written assurance (a certificate) that the product, service or system in question meets specific requirements. Certification is known as third party conformity assessment.

Conformity assessment: Demonstration that specified requirements of a particular standard relating to a product, service, process, system, person or body are fulfilled.

Standards Development Organization (SDO): An organization, or part thereof, accredited by SCC, that accepts responsibility for the development, self-declaration of compliance with SCC's Requirements & Guidance for SDOs, publication and maintenance of standards.

Security Credential Management System (SCMS): The system(s) that provide security certificate services for V2X devices in accordance with IEEE 1609.2.

Vehicle-to-Everything (V2X) devices: On-board vehicle units, roadside units or other devices that use wireless communication in the 5.9 GHz spectrum for the purposes of increasing transportation safety and efficiency.

POTENTIAL ACTIVITIES

1. Coordinate the development of a joint OmniAir-SCC V2X device test lab accreditation sub-program/scheme within the SCC's Laboratory Accreditation Program ("LAP"), whereby SCC provides accreditation as per *ISO/IEC 17025 – General requirements for the competence of testing and calibration laboratories*.
2. SCC will promote the participation of voluntary standards activities, such as SCC's Laboratory Accreditation Program ("LAP"), which is based on ISO/IEC Standard 17025 and SCC's Certification Body Accreditation Program ("CBAP"), which is based on ISO/IEC Standard 17065.
3. Collaborate to promote and increase awareness in the Canadian stakeholder community and Canada's standardization network of the joint accreditation program and V2X certification framework and create a single-window approach for stakeholders looking to seek accreditation, test, or procure certified V2X devices.
4. Cooperate to align U.S. and Canadian interoperability conformance and certification program(s) as may be practical and beneficial to all parties and their respective membership and stakeholders. Assess the need for additional test cases to meet unique Canadian requirements relating to security or privacy. Advance device test cases to prepare for certification that supports enrollment in a North American production ready SCMS framework.

5. Joint identification of candidate test labs in Canada that may be interested in being approved as OmniAir Authorized Test Laboratories capable of certifying device and system performance per OmniAir requirements.
6. Joint identification of relevant standards and protocols in support of interoperability conformance and certification program(s) in Canada, including collaboration and coordination with Canadian Standards Development Organizations on strengthening Canada's standardization network as it relates to V2X devices.
7. Explore further collaborative opportunities to extend each other's stakeholder/membership networks, including organizing joint events.
8. Participate in triennial meetings to advance initiatives under this MOU.
9. Promote, educate and facilitate initiatives and conferences to the members of other signatory organization(s). Provide mutually acceptable discounts to the membership fees, conference registration costs etc. to the members of signatory organizations.

CLOSING CLAUSES AND CONDITIONS

- a) All activities conducted under this MOU shall adhere to the laws and regulations of the United States and Canada. In particular, U.S. and Canada export-related laws shall be strictly followed.
- b) Subject to the *Access to Information Act (1985)*, confidential and proprietary information shall be protected at all times by all organizations. Disclosed confidential or proprietary information remains the exclusive property of the discloser. This requirement survives the termination of this MOU for any reason. To the extent possible, parties agree to appropriately mark documents or materials containing confidential or proprietary information.
- c) Intellectual property shall be protected at all times by all organizations. This requirement survives the termination of this MOU for any reason.
- d) No licenses to patents, trademarks, copyrights, logos, etc. are granted through this MOU.
- e) Unless agreed to in writing by all parties, no organization shall make public statements about this MOU or activities occurring within the MOU. This requirement survives the termination of this MOU for any reason.
- f) This MOU will expire two (2) years from the "Effective Date" (see below), at which time the Parties may agree to renew for an additional 2 years or other agreed upon term.
- g) This MOU may be terminated for any reason by any Party upon 60 days written notice to the other Parties. Termination of this Agreement does not relieve any party of any obligation or breach arising or occurring prior to termination.
- h) Amendments to this Agreement can be made with the mutual written consent of the Parties.

This Memorandum of Understanding ("MOU") is entered into effect as of the last date ("Effective Date") of signing below by and between the duly authorized representatives of the OmniAir Consortium, Inc., a nonprofit Delaware corporation, with its principal office at 201 S. Union Street, Suite 110, Alexandria, Virginia 22314, Standards Council of Canada, with its principal office at 55 Metcalfe Street, Suite 600, Ottawa, Ontario K1P 6L5 and Intelligent Transportation Systems Canada, with its principal office at 6975 Meadowvale Town Centre Circle, Suite 400, Mississauga, Ontario L5N 2V7.


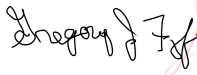
OMNIAIR CONSORTIUM, INC.

DocuSigned by:  95978E7C69F1432...	12/28/2020
Jason M. Conley, Executive Director	Date
DocuSigned by:  3DC114C8D68C4AE...	12/28/2020
Stephen Novosad, Chair, Board of Directors	Date

ITS CANADA

DocuSigned by:  B0E1C83A18A04D0...	1/5/2021
Jannette van der Zee, Managing Director	Date
DocuSigned by:  E1637457974745A...	12/31/2020
Rajeev Roy Member, Executive Committee	Date

STANDARDS COUNCIL OF CANADA

 Digitally signed by Chantal Guay Date: 2020.12.23 09:27:46 -05'00'	
Chantal Guay, Chief Executive Officer	Date
 Digitally signed by Gregory J Fyfe Date: 2020.12.18 14:28:38 -05'00'	
Greg Fyfe, Chief Financial Officer	Date