



**Memorandum of Understanding (MOU) between  
STAR and AutoDESA  
October, 2004**

**1. Purpose**

This Memorandum of Understanding is between Standards for Technology in Automotive Retail (STAR) and Automotive Data Exchange Standards Australia (AutoDESA), and is effective as of ... October 2004. The purpose of this MOU is to define the desired level of cooperation between the parties to contribute to the goals of the two organizations as outlined below.

**2. Background**

STAR (Standards for Technology in Automotive Retail) is a non-profit, retail automotive industry organization to create voluntary IT standards that can serve as a catalyst in fulfilling the business information needs of dealers and manufacturers while reducing the time and effort previously required supporting this activity.

AutoDESA is a not-for-profit organization providing an open forum where members cooperate in developing and promoting solutions that enhance the prosperity of the automotive industry. The goal of AutoDESA is to promote efficiencies within the community of automotive manufacturers and importers, dealers and all other participants in the automotive value chain. This will be achieved through the development and adoption of common standards for data interchange between IT systems. This will deliver benefits to all participants through reduced development and support costs and shortened development times.

**3. Coordination and Sharing**

The principals to this Memorandum of Understanding (MOU) agree to cooperate on joint projects and exchange standards documentation pertaining to the project activities described below:

**A. Organizational and Business Activities**

STAR and AutoDESA will exchange non-voting memberships on a no-fee basis. This enables STAR and AutoDESA staff and officers to attend each other's regularly scheduled meetings and participate in standard's development activities. Non-voting membership status does not allow STAR or AutoDESA staff and officers to participate in the voting procedures of the other organization. Non-voting membership does not extend to each other's organizations' members.

**B. Technical Activities**

1. All AutoDESA technical activity will be in compliance with AutoDESA policies and procedures.
2. All STAR technical activity will be in compliance with STAR policies and procedures.
3. All collaborating participants will be identified in project meeting minutes.
4. Jointly developed extensible markup language (XML) project published standards will be brought to completion under existing guidelines of each organization.

5. Standard STAR published standards may be enhanced to support AutoDESA specific requirements defined by the joint XML project teams. The development of these enhancements will be completed at the sole discretion of STAR.
6. Each organization will host the standards specifications they have developed and will provide links to the other organization to facilitate access to the appropriate documents.
7. Project resources provided by each organization to work on each project will be volunteer-based except when specific services are requested and funded by either organization and documented in separately executed agreements.
8. Information Sharing: STAR and AutoDESA will exchange project team meeting minutes pertaining to the development of XML-related standards. They will exchange other informational documents, including: meeting announcements, draft specification documents, and where appropriate cross-participation in each other's project teams. The official language to be used in these meetings and information exchange will be English.

### **C. Collaboration Projects**

AutoDESA and STAR find that collaboration on Schema building blocks (or Business Object Documents – BOD), which OAGI has termed core components, will be beneficial to the organizations.

Each organization will provide volunteer-based project resources to work on each project.

### **D. Working with Others**

AUTODESA and STAR may work with others either separately or together to accomplish the goals of their respective organizations. This MOU does not preclude any coordination and cooperation by either organization with other groups.

## **4. Intellectual Property**

1. AutoDESA published standards will be subject to AutoDESA Intellectual Property (IP) policies and procedures.
2. STAR published standards will be subject to the STAR Intellectual Property (IP) policies and procedures.
3. STAR and AutoDESA will hold the Intellectual Property (IP) to their respective published standards, except that which is already part of the public domain.

## **5. Terms of MOU**

The parties may decide to end their collaboration as set out in this MOU at any time after 30 days written notice. The conditions related to the ownership of published standards will survive any termination of this MOU.

The parties of this MOU will review and align the efforts established under this MOU on a regular basis, as required. This Memorandum of Understanding is not a contractual obligation between the two parties, and in no way shall conflict with, modify, or negate clauses of any contracts which have been or are to be negotiated between the parties.

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Vic Zappia, Chair, STAR, Inc.

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Date

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Mike Reece, Chairman AutoDESA

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Date