



**An Agreement Respecting
The
Canadian Automotive Service Information Standard**





An Agreement Respecting The Canadian Automotive Service Information Standard

Entered into this 29th day of September, 2009 (the “Effective Date”)

BETWEEN:



The National Automotive Trades Association (“NATA”)

- and -



The Association of International Automobile Manufacturers of Canada (“AIAMC”)

- and -



The Canadian Vehicle Manufacturers’ Association (“CVMA”)

(The AIAMC and the CVMA hereinafter collectively referred to as the “Canadian Auto Industry”)

Recitals:

WHEREAS NATA is a national association comprised of member associations, identified in Appendix I as the Canadian Service and Repair Industry, representing over 5,000 individual automotive service and repair providers from across Canada, as of the Effective Date;

WHEREAS AIAMC is a national association comprised of member companies, identified in Appendix I, representing international manufacturers, importers and distributors of automobiles and automotive parts sold in Canada, as of the Effective Date;

WHEREAS CVMA is a national association comprised of member companies, identified in Appendix I, representing North American manufacturers, importers and distributors of automobiles and automotive parts sold in Canada, as of the Effective Date;

WHEREAS NATA, AIAMC and CVMA on behalf of their respective members, identified in Appendix I, wish to enter into a voluntary agreement to establish the Canadian Automotive Service Information Standard (“CASIS”), for the provision of emission and non-emission related Service Information, Diagnostic Tools and Training Information similar to the standard established and currently operating in the United States under the National Automotive Service Task Force (“NASTF”);

WHEREAS it is agreed that the intent and objective of CASIS is to maintain an open, fair and competitive automotive manufacturing, import, distribution, service and repair industry in Canada for the benefit of all stakeholders and consumers;

WHEREAS it is agreed that the provisions of CASIS shall be extended to and made available to all existing and any new original equipment manufacturers (“OEMs”), Service Providers or their representative associations carrying on business in Canada, regardless of geographic location in Canada or affiliation;

WHEREAS it is understood that the extension of CASIS to all Service Providers carrying on business in Canada whether expressly identified herein or not is conditional on their acceptance and compliance with all of the provisions of CASIS, such acceptance to be indicated by each Service Provider on the OEM Service Information Source as a condition precedent to accessing or using any information made available under CASIS and/or shall be deemed automatic upon the Service Provider directly or indirectly accessing or using any information made available by virtue of this CASIS Agreement; and

WHEREAS it is agreed that the adoption of CASIS as the framework for managing the exchange of OEM Tools, Service Information, Tool Information and Training Information between OEMs and Service Providers does not confer any rights or obligations on any individual or entity other than as expressly provided in CASIS.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

Section I

Definitions:

“Agreement” means this Agreement also referred to as the Canadian Automotive Service Information Standard (“CASIS”).

“Authorized Dealer(s)” means a franchised new vehicle dealer who remains appointed and authorized by an OEM to sell the OEM brand(s) of new Motor Vehicles and to provide full service and repair facilities in Canada for the OEM brand(s) of Motor Vehicles.

“Bi-directional Control” means the capability of a diagnostic tool to send messages on the Data Bus that temporarily overrides the module’s control over a sensor or actuator and gives control to the diagnostic tool operator. Bi-directional controls do not create permanent changes to engine or component calibrations.

“Business Day(s)” means Monday to Friday in any given week, excluding any holiday in either Canada or the United States.

“Canadian Automotive Service Information Standard” or “CASIS” means this Agreement.

“Commercially Reasonable Price(s)” means a price set by the OEM, in good faith and in its own sole discretion, that allows an OEM to be compensated for the cost of providing OEM Tools, Service Information, Tool Information, Training Information and Indirect Information to Service Providers pursuant to this Agreement. The setting of the Commercially Reasonable Price(s) may, but need not take into account the following, which list is not exhaustive:

1. The net cost to the OEM of providing such OEM Tools, Service Information, Tool Information, Training Information and Indirect Information to its Authorized Dealers excluding any discounts, rebates or incentive programs in place for the benefit of Authorized Dealers;
2. The net cost to the OEM, as applicable, for preparing and distributing OEM Tools, Service Information, Tool Information, Training Information and Indirect Information but shall not include a specific amount in addition to any research and development costs incurred in designing and implementing, upgrading or altering the onboard computer and its software or any other Motor Vehicle part or component. Amortized capital costs for the preparation and distribution of the information may be included;
3. The price charged by OEMs, as applicable, for similar information before or after this Agreement came into effect;
4. The ability of the Service Provider to afford the information, which shall include the ability of the Service Provider to pass the cost to the customer for whom the repair or maintenance is being performed;
5. The means by which the information is being distributed;
6. The extent to which the information is used, which includes the number of users, and the frequency, duration, and volume of use; and
7. Inflation and exchange rates.

“Data Bus” means a subsystem that transfers data between computer components inside a computer or between computers.

“Data Stream Information” means information (i.e., messages and parameters) originated within the Motor Vehicle by a module or intelligent sensors (i.e., a sensor that contains and is controlled by its own module) and is transmitted between a network of modules and/or intelligent sensors connected in parallel with either one or more communication wires. The information is broadcast over the communication wires for use by the onboard diagnostic system to gather information on components or systems and from other Motor Vehicle modules. **For the purposes of CASIS, Data Stream Information does not include engine calibration related information.**

“Effective Date” means the date of execution identified on page 2.

“Indirect Information” means any information that is not specifically contained in the service literature, but is contained in items such as tools or equipment provided to Authorized Dealers.

“Motor Vehicle” means any self-propelled four-wheeled vehicle with a Gross Vehicle Weight Rating (“GVWR”) of 6,350 kilograms (14,000 pounds), or less, designed for transporting persons or property on public roads, originally sold in Canada as a new Motor Vehicle by an Authorized Dealer. If a Motor Vehicle model is sold only to commercial fleets, or only for off road use, or only to the Canadian Department of National Defence, or only for export outside of Canada, or offered solely and exclusively for lease, then it is not deemed a “Motor Vehicle” for purposes of CASIS.

“Motor Vehicle Manufacturer” or “OEM” means a person engaged in manufacturing or assembling of new Motor Vehicles, or importing such new Motor Vehicles for resale, or who acts for and is under the control of any such person in connection with the distribution of new Motor Vehicles, but does not include any Authorized Dealer with respect to new Motor Vehicles received in commerce.

“OEM Tools” means those tools available to an Authorized Dealer to service or repair Motor Vehicles. OEM Tools includes tools used on all applicable systems and is not restricted to emission-related tools.

“Party(ies)” means the associations signing this Agreement.

“Requester” means the Service Provider requesting information under the information request and review processes, as described in Section IV, C and D.

“Service Information” means any Motor Vehicle diagnostic, service, repair or maintenance information that has been made available to Authorized Dealers, including but without limitation mechanical, collision, trim and glass information. Service Information includes information contained in repair manuals, wiring diagrams and technical service bulletins (“TSBs”). However, without limitation and regardless of any conflicting description, Service Information does not include:

1. Information exchanged between individual Authorized Dealers and OEMs for the purpose of dealing with a technical or quality issue for which the need for or a general remedy has not yet been defined or developed.
2. Information related to the administration of Motor Vehicle warranties, service contracts, or recalls under Canadian federal or provincial law.
3. OEM hot-lines and/or technical lines for Authorized Dealers.
4. Personal information protected by applicable privacy legislation.
5. Information related to the repair history of specific Motor Vehicles or models of Motor Vehicles.
6. Information not made generally available to Authorized Dealers by an OEM.
7. Any source code for software or full copies of any software program managing any Motor Vehicle function or technical information that provides the design parameters or criteria for the Motor Vehicle or any of its parts or any information licensed from a third party.

8. Information exchanged or discussions between individual OEMs and Authorized Dealers on technical, consumer or business issues relating to individual Motor Vehicle service or repair issues or matters relating to the franchise relationship between the OEM and its Authorized Dealers.
9. Subject to Section II C. information relating to the security of a Motor Vehicle including but not limited to key codes and the security programs of immobiliser equipment and systems.
10. Any information that may result in non-compliance with any relevant safety, emissions or any other legislation affecting Motor Vehicles.

The definition of Service Information is intended to provide the same information to Service Providers as is available to Authorized Dealers to service and repair Motor Vehicles, subject to the exclusions set out above but also excludes any other information which would not be necessary for service or repair.

“Service Information Source” means the repository, portal, website or other medium as determined by each OEM in its sole discretion housing an OEM’s relevant Data Stream Information, Service Information, Tool Information, Training Information, Indirect Information, and like information contemplated by CASIS.

“Service Provider(s)” means any person that, for consideration, services or repairs Motor Vehicles in Canada, manufactures tools or equipment for the servicing or repair of Motor Vehicles, or offers Motor Vehicle service or repair training.

“Tool Information” means information necessary to operate and use OEM Tools that has been made available to Authorized Dealers and shall include the Indirect Information required to emulate the repair functions of OEM Tools. In addition, Tool Information includes information related to OEM Tools used on all applicable OEM-installed systems and is not restricted to emission-related tools.

“Training Information” means information providing procedures for Motor Vehicle diagnostic, service, repair or maintenance instructions that are made available to Authorized Dealers through OEM training programs, excluding access to training classes or sessions conducted by or for OEMs for Authorized Dealer personnel, whether directly or through third party providers.

Section II

CASIS:

A. Goals

1. To provide access to Service Information, OEM Tools and Training Information to Service Providers for diagnosis and repair at Commercially Reasonable Prices.
2. To make Tool Information available to Service Providers from OEMs, or equipment and tool company suppliers.

B. Access to Service Information, Tool Information, OEM Tools, and Training Information

To implement these Goals, each OEM agrees to:

1. Provide access to Service Information, Tool Information and OEM Tools to Service Providers in the same or similar manner and extent as is available to Authorized Dealers and on a timely basis. Where access to Service Information, Tool Information or OEM Tools is available in alternate methods, access shall be to the same or similar extent as for the Authorized Dealers of the OEM provided that Service Information, Tool Information or OEM Tools access need not be in the same medium as for Authorized Dealers, nor by the OEM itself, provided it is by reasonably equivalent means.

If OEM Tools are available through an independent vendor(s), the commitment to make such OEM Tools generally available is satisfied so long as the OEM does not place constraints on sales by the vendor(s).

2. Provide Service Providers with website access to Service Information at Commercially Reasonable Prices, with the Service Providers' choices of subscription lengths to include both short term (i.e. 24 to 72 hours) or longer (i.e. monthly, yearly, or other).
3. Establish a response process consistent with CASIS for Information Requests from Service Providers.
4. Make available all generic and enhanced Service Information including Bi-directional Control and Data Stream Information to equipment and tool companies. This commitment can be met by providing Tool Information to tool companies with whom the OEM has licensing, contractual and/or confidentiality arrangements.
5. Make Training Information available to Service Providers in an appropriate and practical format, such as via web-based formats.

C. Access to Security-Related Information

1. The Parties recognize that there is currently no uniform widely available secure infrastructure in Canada for making security-related information available to Service Providers as necessary to reinitialize ignition keys and immobilizer systems for Motor Vehicles employing integral vehicle security systems in a manner that ensures Motor Vehicle security. The Parties also recognize that vehicle security and integrity is of paramount importance to the Parties and to other stakeholders, such as the federal, provincial and municipal governments, law enforcement agencies, the insurance industry, and the owners and operators of Motor Vehicles in Canada.
2. The Parties will endeavour to find a mutually beneficial solution to this issue, such solution likely requiring the creation of a supporting infrastructure.
3. Taking into consideration all stakeholders, any mutually beneficial solution to be agreed upon by the Parties will be in compliance with all applicable laws including, inter alia, the Canadian Motor Vehicle Safety Act which apply to Motor Vehicle security related components.
4. The solution, once developed, may become an addendum to this Agreement or constitute a separate agreement amongst the Parties.

Section III

Understandings, Agreements and Limitations:

1. Service Providers, NATA and anyone obtaining access to Service Information, Training Information, Indirect Information, Tool Information and/or OEM Tools acknowledge that:
 - a. Access to, or use, of any information posted on an OEM's Service Information Source, be it a website, or other information medium wherever and howsoever provided, or access to, or use of, any information directly or indirectly provided by virtue of this Agreement, is deemed acceptance of and a legal commitment by the user to comply with all of the provisions of this Agreement.
 - b. All OEM Tools, Service Information, Training Information, Indirect Information, and Tool Information are proprietary to the OEM and are subject to applicable copyright, trademarks and other intellectual property protections. Their production or disclosure is subject to the copyright, trademarks and any other intellectual property rights with respect to such Service Information, Training Information, Indirect Information and Tool Information. They remain the exclusive property of the OEM and all such rights and privileges associated with or appurtenant thereto remain with the OEM.
 - c. Access to or the use of Service Information, Training Information, Indirect Information, or Tool Information is not the equivalent of Authorized Dealer access to OEM information and support, or training in the repair and servicing of OEM Motor Vehicles and a Service Provider is not entitled to claim or represent themselves as "Factory Trained" or as knowledgeable or as capable as Authorized Dealers or Authorized Dealer service staff or make any similar claim, such as Warranty Approved or like claims, that depict or suggest that the Service Provider has been officially qualified, certified or recognized by the OEM to perform the repair or service of the OEM Motor Vehicles except with the express written consent of the OEM.
 - d. Service Information, Training Information, Indirect Information, Tool Information and/or OEM Tools are provided without any warranty or guarantee to the Service Provider or the Service Provider's customers as to their accuracy or fitness for their intended use. Service Providers use such Service Information, Training Information, Indirect Information, Tool Information and/or OEM Tools at their own risk without any recourse to the OEM providing such Service Information, Training Information, Indirect Information and/or Tool Information.
2. The information provided under CASIS is solely to enable Service Providers to provide repair services to their customers. Such information shall not be copied, sold or provided to other parties, and shall not be used to obtain access to intellectual property of an OEM or be used to reverse engineer an OEM part, hardware, software, or firmware.
3. CASIS does not grant any intellectual property rights of any kind to any person. CASIS does not create any rights, responsibilities or obligations for the direct or indirect benefit of any third party, except as expressly provided for herein.

Section IV

CASIS Operation:

A. Establishment of CASIS Task Force and Information Access Sub-Committees

A Task Force, comprised of representatives of each Party to the Agreement will be established to facilitate an ongoing open dialogue between the Canadian Auto Industry and Service Providers and to ensure continuing effective operation of CASIS.

The Task Force will be comprised of and operate as follows:

1. Representation shall be balanced between the Canadian Auto Industry and Service Providers, and include:
 - a. Four (4) representatives from Service Providers; and
 - b. Four (4) representatives from the Canadian Auto Industry.
2. A representative from the Government of Canada will be invited to participate as a non-voting observer.
3. A Chair will be selected on the mutual consent of all Task Force representatives and will serve for a term of two (2) years (renewable).
4. The Chair will be responsible for the management of the Task Force.
5. The Task Force will meet on an as needed basis in person or via conference call (or other similar means), and at minimum one (1) time per year.
6. The Task Force will be responsible for the overall management and effective implementation of CASIS.
7. The Task Force may establish and monitor the following Information Access Sub-Committees, as necessary, with a view to facilitate the proper administration of issues and requests for information arising under this Agreement:
 - a. Service Information Sub-Committee;
 - b. Equipment & Tools Sub-Committee;
 - c. Vehicle Security Sub-Committee; and
 - d. Collision & Glass Sub-Committee.

The specific mandate and authority of each Information Access Sub-Committee will be harmonized with the relevant provisions of this Agreement touching on the identified areas of specialization (service, equipment, vehicle security and collision) and will be more particularly detailed by the Task Force.

B. CASIS Task Force and Information Access Sub-Committee Guidelines

Subject to specific appointments to be confirmed by the Task Force, the following general guidelines are to be followed by each Information Access Sub-Committee:

1. Representation shall be balanced between the Canadian Auto Industry and Service Providers, and include:
 - a. Four (4) representatives from Service Providers; and
 - b. Four (4) representatives from the Canadian Auto Industry.
2. A Chair will be selected on the mutual consent of the members of each Information Access Sub-Committee and will serve for a term of two (2) years (renewable).
3. The Chair, and the organization that it represents, will have responsibility to manage and administer the activities of each Information Access Sub-Committee.
4. Each Information Access Sub-Committee will meet on an as needed basis in person or via conference call (or other similar means) to review the status and functionality of CASIS in its area of responsibility.
5. Each Information Access Sub-Committee will examine Service Information, Training Information, Tool Information, and OEM Tool requests as necessary and as appropriate within their assigned area of expertise to ensure coverage under CASIS, and as necessary, determine if information is generally available, as detailed below under the Information Request Review Process.
6. Upon the request of the Task Force, each Information Access Sub-Committee shall provide an update on its activities, the issues being addressed, and a general status report on the functionality of CASIS in its area of responsibility.
7. In addition to periodic updates and status reports that may be requested by the Task Force, each Information Access Sub-Committee shall provide an annual summary of its activities at a date to be fixed by the Task Force.
8. The following are not within the scope of authority of any Information Access Sub-Committee:
 - a. Price of Service Information, Tool Information, Training Information or OEM Tools or other pricing information of any nature or kind;
 - b. Minimum system requirements to access Service Information or any Service Information Source. OEMs will provide a list of the hardware and software needed to access Service Information in the Service Information Source;
 - c. Access to OEM technician hotlines or information sources; or
 - d. Service Information, Tool Information, Training Information or OEM Tools not made available to OEM Authorized Dealers.

C. Information Request Process

Any Service Provider subscribed to an OEM's Service Information Source that is unable to locate Service Information, Tool Information, Training Information or OEM Tools, after a reasonable attempt to find such information through the OEM, may file an Information Request as follows:

1. Request the information through the "Contact Us", "Support", or similar link on the OEM Service Information Source.
2. If a response is not received from the OEM within five (5) Business Days (ten (10) Business Days for Tool Information) for the request above, submit an Information Request to NATA at www.natacanada.ca. The submission of such an Information Request will require:
 - a. Requester's name and phone number and/or email address;
 - b. Make, model, model year, and VIN of the subject Motor Vehicle (as applicable);
 - c. A description of the repair (complaint, cause, correction) that was unable to be completed (as applicable);
 - d. A description of the Service Information, Tool Information, Training Information or OEM Tool required that the Requester could not locate (e.g., specific shop manual or a specific wiring diagram);
 - e. A description of all efforts undertaken to obtain the Service Information, Tool Information, Training Information or OEM Tool needed to complete the repair, including the username for the OEM website; and
 - f. Any additional specific information that may be needed to address the request.
3. NATA will review the Information Request to initially determine applicability and coverage under CASIS.
4. If the Information Request appears valid and is complete, NATA will forward it to the appropriate OEM contact person. If the Information Request is not valid or is incomplete, NATA will so inform the Requester of the problem or deficiency in the request.
5. If the Service Information, Tool Information, Training Information or OEM Tool is available on the Service Information Source, the OEM will inform the Requester where it is located as soon as reasonably possible but no later than two (2) Business Days (fifteen (15) Business Days for Tool Information) after receiving the Information Request from NATA. The OEM will be encouraged to contact the Requester directly.

6. If the requested Service Information, Tool Information, Training Information or OEM Tool is to be provided pursuant to the terms of this Agreement but has not been made available on the Service Information Source, the OEM will:
 - a. Provide access to the Requester as soon as possible, but no later than two (2) Business Days (twenty (20) Business Days for Tool Information) after receiving the Information Request, or
 - b. Provide general access on the Service Information Source within seven (7) Business Days (twenty (20) Business Days for Tool Information) after receiving the Information Request.
7. If the OEM believes that the Information Request relates to an issue not covered by CASIS, it shall acknowledge the Information Request of the Requester with an appropriate explanation (e.g., the information does not exist, the information is proprietary such as licensed information from a third party, etc) no later than two (2) Business Days (twenty (20) Business Days for Tools Information) after receiving the Information Request.
8. If the Information Request is not resolved satisfactorily within ten (10) Business Days (thirty (30) Business Days for Tool Information), the dissatisfied party may request that all information be forwarded by NATA to the Task Force for review by the appropriate Information Access Sub-Committee under the Information Request Review Process. The appropriate Sub-Committee must receive all information within three (3) Business Days from the request for review by the dissatisfied party.

D. Information Request Review Process

1. General Principles of Understanding:
 - a. The participants in the CASIS Information Request Process must act in good faith and not engage in or encourage abuse of the Process.
 - b. OEM diagnostic and repair procedures are determined solely by each individual OEM. It is not within the scope of the CASIS Information Request Review Process to question or try to influence OEM diagnostic procedures or methodologies. An OEM is only required to provide access to the same methodologies that it provides to its Authorized Dealers and only as specifically provided for in this Agreement.
2. Review Procedure:
 - a. When the Information Request Process does not result in a satisfactory outcome for the Requester or the OEM, the request or dispute can be sent to the appropriate Information Access Sub-Committee for further review.
 - b. If an Information Access Sub-Committee review is requested, the Chair of the appropriate Sub-Committee will schedule a conference call for the Sub-Committee to review the dispute within three (3) Business Days of receiving the information from NATA related to the request for review.

- c. The Information Access Sub-Committee will review the Information Request and the OEM response, and determine by majority vote whether the OEM response was appropriate. It shall provide the decision and its rationale for this decision to NATA within one (1) Business Day after the conference call to discuss the request for review. If a majority vote is not possible, the request for review will be sent to the Task Force for review and decision, in the manner provided for in Section D. 2. i, below.
- d. To avoid any allegation or appearance of impropriety, bias, or conflict of interest, an Information Access Sub-Committee member may not vote on the appropriateness of any Information Request or dispute submitted for the Sub-Committee's review where his/her interests or the interests of his/her organization is directly named in the Information Request. In such instances, the conflicted Information Access Sub-Committee member may be temporarily replaced to maintain the balance of the Sub-Committee. A replacement shall be appointed by the Party whose member has the possible conflict of interest.
- e. Within one (1) Business Day after receiving the decision from the Information Access Sub-Committee, NATA will report the decision and rationale to the OEM and the Requester involved.
- f. If the Information Access Sub-Committee does not conclude the OEM response is inappropriate, no further action by the OEM is required.
- g. If the Information Access Sub-Committee concludes that the OEM response is inappropriate, the OEM shall provide access to the Requester as soon as possible, but no later than two (2) Business Days (twenty (20) Business Days for Tool Information) after receipt of the decision from NATA and provide general access on its Service Information Source within seven (7) Business Days (twenty (20) Business Days for Tool Information).
- h. If either the Requester or the OEM disagrees with the decision of the Information Access Sub-Committee they may, within ten (10) Business Days of receipt of the decision from NATA, request through the Chair of the Sub-Committee that the matter be reviewed by the Task Force.
- i. The Task Force shall review the dispute within three (3) Business Days of receiving the request for review under paragraphs c. or h., above, and determine by majority vote whether the Information Access Sub-Committee response was appropriate.
- j. The Chair of the Task Force will report the decision to the OEM, the Requester involved, and the Information Access Sub-Committee.
- k. Any timeframe referred to in this Review Process may be modified by consent of the parties to the Information Request.
- l. Inquiries and responses as well as Information Access Sub-Committee and Task Force review reports and decisions are confidential to the participants to the Information Request Review Process. They may be made available to the relevant Sub-Committee and the Task Force but not to anyone else.

Section V

Implementation:

1. CASIS will be in force upon the signing of this Agreement; however each individual OEM has until no later than May 1, 2010 to implement the terms and commitments contained herein.
2. As soon as possible after execution of this Agreement, each OEM will send a letter of commitment, as outlined in Appendix II, to the Minister of Industry, and copies of these letters will be sent to each Party.

Section VI

Amendment:

1. The Parties may amend this Agreement as required at any time, in writing, and by mutual consent of all Parties.
2. Any amendment becomes part of this Agreement once accepted by the Parties.

Section VII

Endorsement by the Canadian Auto Industry:

1. AIAMC and CVMA shall obtain the written endorsement of this Agreement from each of their respective members (as listed in Appendix I), and any OEM entering the Canadian market that subsequently joins either association.
2. The endorsement to be obtained by AIAMC and CVMA from their respective members must be in writing and include the commitments described in Appendix II to this Agreement.

Section VIII

Acknowledgement of Voluntary Process:

1. The endorsement of this Agreement, and the commitment contained herein is an acknowledgement of the support for a voluntary approach by the Parties and their respective members for OEMs to provide emissions and non-emissions-related Service Information, Tool Information, OEM Tools, and Training Information to Canadian Service Providers.
2. This endorsement recognizes the importance of having one national standard to which the Parties to this Agreement will comply.
3. It is acknowledged by the Parties to this Agreement that such endorsement is a good faith acknowledgement that jointly developed and non-regulatory measures are productive and cost effective for all concerned, including government, industry and consumers.

Section IX

Term and Termination:

1. The intent of the Parties is to maintain this Agreement in force as a voluntary framework.
2. It is acknowledged that the coming into force of any legislation that imposes legal obligations that are similar to or conflict with any detailed in this Agreement, shall prevail. Any provision of this Agreement that becomes unlawful will not apply and the unenforceability of any such provision will not affect the enforceability of any other provision of this Agreement. Notwithstanding the preceding, if any legislation is enacted that frustrates the purpose of this Agreement, or materially duplicates any of the requirements of the service information standard set forth in this Agreement, as determined in the sole discretion of any Party, such Party may terminate its participation in the Agreement.
3. Where a Party elects to terminate its participation in this Agreement it shall provide 60 days written notice to all other Parties of such intent. Upon receiving the notice of termination, all Parties shall meet within 30 days to discuss the terminating Party's intent to terminate, with a view to avoiding such termination. In the event that a mutually satisfactory agreement is not achieved during such period or any extension thereof, the termination of this Agreement shall then be effective at the date set in such notice or any mutually agreeable extension thereof.

Section X

Notice:

1. Each Party will provide the other Parties with written notice of changes in their memberships as listed in Appendix I within 30 days after such changes occur.
2. Any notice required under this Agreement shall be provided to the authorized representatives and sent to the addresses listed in this Agreement.

Section XI

Language:

1. The Parties will make available a French language translation of this Agreement. In case of any differences, the original English agreement shall govern.

IN WITNESS THEREOF, authorized representatives of each of the Parties have executed this Agreement:

David C. Adams

President

Association of International
Automobile Manufacturers of
Canada

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Mark A. Nantais

President

Canadian Vehicle Manufacturers'
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H. Dale Finch

Executive Vice President

National Automotive Trades
Association

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Appendix I

(As of the Effective Date)

The Canadian Repair and Service Industry



Members of NATA

Automotive Retailers Association
Automotive Service and Repair Association of Alberta
Saskatchewan Association of Automotive Repairers
Automotive Trades Association of Manitoba
Hamilton District Autobody Repair Association
Automotive Aftermarket Retailers of Ontario
Collision Repair Association of Nova Scotia
Automotive Recyclers of Canada

The Canadian Auto Industry



Members of AIAMC

BMW Canada Inc.
Honda Canada Inc.
Hyundai Auto Canada Corp.
Jaguar Land Rover Canada
Kia Canada Inc.
Mazda Canada Inc.
Mercedes-Benz Canada Inc.
Mitsubishi Motor Sales of Canada Inc.
Nissan Canada Inc.
Porsche Cars of Canada Ltd.
Subaru Canada Inc.
Suzuki Canada Inc.
Toyota Canada Inc.
Volkswagen Group Canada Inc.



Members of CVMA

Chrysler Canada Inc.
Ford Motor Company of Canada, Limited
General Motors of Canada Limited
Volvo Cars of Canada Corp.

Appendix II

Letter of Endorsement and Commitment by the Canadian Auto Industry

<<Month, Day, Year>>

The Honourable Tony Clement
Minister of Industry
Industry Canada
235 Queen Street
Ottawa ON K1A 0H5

Dear Minister:

On behalf of << Company >>, I am writing to confirm our company's support for the Agreement respecting the Canadian Automotive Service Information Standard ("CASIS") as agreed to by the Association of International Automobile Manufacturers of Canada, the Canadian Vehicle Manufacturers' Association and the National Automotive Trades Association.

With this commitment, << Company >> will provide emissions and non-emissions-related service information, diagnostic tools, and training information to Canadian service and repair providers, as detailed and agreed to in CASIS. This information will be made available starting no later than << Month, Day, Year >>.

Sincerely,

Name: _____

Title: _____

Company: _____

Cc:

David C. Adams, President, AIAMC

Mark A. Nantais, President, CVMA

Rob Lang, President, NATA

H. Dale Finch, Executive Vice President, NATA