

PREDEFINED USE-CASE FRAMEWORK: TRACEABILITY

16 OCTOBER 2023

VERSION 1.0

1. KEY PRINCIPLES FOR TRACEABILITY (“USE CASE”)

This Predefined Use-Case Framework is designed to govern data exchange relations via Catena-X. It sets out the predefined use case framework (“**Framework**”) for each participant in this Use Case (“**Participant**”). Participants must agree to this Framework and make their data exchange legally binding by way of separate declarations. This document does not specify or restrict how Participants make such declarations.

This Framework provides for a set of standardized usage purposes (“**Predefined Purposes**”) with mandatory purpose-specific requirements (“**Purpose-Specific Requirement(s)**”).

Each Data Provider / Data Consumer (as a legal entity acting with proper authorization) must register for this Use Case in order to conclude data exchange contracts with the help of a registered connector.

Unless otherwise set out below, defined terms are those set out in the 10 Golden Rules.

2. KEY PARAMETERS

2.1 WHO WITH WHOM?

[Data Provider may tie certain access authorizations (“**Access Policies**”) to its data offers for one or several Data Consumers. By limiting access to certain Participants, Data Provider maintains control over its anti-trust obligations when sharing certain data. In particular, Data Provider may apply Access Policies to restrict access to a particular data offer for only one Participant identified by a specific business partner number.]

Participants (Data Provider/Data Consumer) are companies involved in a multi-stage network of value chains leading to an end product. Participants who are in a customer or supplier relationship within the same product-specific value chain may assume both the role of Data Provider and the role of Data Consumer.

Participants may only exchange data within an existing customer or supplier relationship (one-up/one-down).

2.2 HOW, WHAT AND WHY?

[Data categories by (i) technical description and (ii) data quality parameters (if any)]
[Additional characteristics of data quality]

[Scope of usage right(s)]

Participants provide and use data in compliance with the standards set by the Association (<https://catena-x.net/en/standard-library>):

Unless otherwise agreed individually, Participants expressly exclude any requirements for quality, coherence, completeness of data; Data Provider provides data in its respective state "as is" and "as available".

Data Consumer may use the data in line with the agreed purpose(s).

*For each data set, Participants may agree on one or more of the standardized purposes below ("**Predefined Purposes**"). In addition, they may agree on an individual purpose ("**Individual Purpose**") in existing contracts, provided they agree on at least one Predefined Purpose. Participants must use the namespace "**purpose.individual.***" when they refer to an Individual Purpose. Participants may reference to such existing contracts by using the namespace "**contract.individual.***".*

The namespace "purpose.trace." may only be used for Predefined Purposes*. Participants must use it as a prefix of the policy's relevant version (e.g. "v3.") and add a reference to a Predefined Purpose (e.g. "TraceBattery").*

*Data Provider may grant access and/or transfer the Data to affiliates (affiliated companies within the meaning of Section 15 German Stock Corporation Act, AktG, "**Affiliates**"), if Affiliates as Data Consumers submit to the rules under this Framework as applicable between Data Provider and Data Consumer.*

Predefined Policy <i>(for registering data assets in the connector)</i>	Typically used for Aspect ("Aspect Model")	Predefined Purpose
purpose.trace.v1.TraceBattery	TractionBatteryCode	Facilitating compliance with mandatory regulatory requirements for tracking and reporting battery cells, modules & high-voltage batteries.
purpose.trace.v1.aspects	SerialPart Batch JustInSequence-Part SingleLevel-BomAsBuilt	Establishing a digital representation of the automotive supply chain to enable a component specific data exchange.

	PartAsPlanned SingleLeveBo- mAsPlanned PartSiteInforma- tionAsPlanned UniquelD- PushAPI	
purpose.trace.v1.qualityanalysis	Notification API	The data can be used for quality analysis to identify and select affected components and to send quality notifications to affected customers or suppliers.
ID 3.1 Trace		Interim purpose that enables the technical implementation of purposes specified above before publication of Framework. Data Providers tag each data set exchanged with an Aspect Model. If Data Provider and Data Consumer agree on Purpose "ID 3.1 Trace", they agree on the Purpose-Specific Requirements set for the relevant Aspect Model under this Framework. Hence, the Purpose-Specific Requirements for each data set exchanged depend on which Aspect Model the Data Provider has tagged such data set with.

2.3 WHEREFROM AND WHERETO?/CONFIDENTIALITY

[Locations of data source and data processing (EU / non-EU)]

[Confidentiality]

Participants are free to agree individually. However, geographical limitations may apply, as specified and updated from time to time by the Association ("White List").

Participants are free to agree confidentiality requirements individually. However, a restriction applies that Data Consumer may provide access to data internally (and including for permitted Affiliates) on a need-to-know basis only.

2.4 COMPLIANCE

[Data Provider and Data Consumer must clarify relevant checkpoints in advance, e.g. antitrust law, export control, trade secrets, data protection, etc.].

Data Provider and Data Consumer are responsible for compliance with all legal and regulatory requirements applicable (in particular with regard to (i) antitrust law (including, but not limited to, antitrust-compliant implementation taking into account the "one-up-one-down principle" and "compliance by design"), (ii) tax, trade and export control law, (iii) data protection, (iv) trade secrets, digital regulation) for themselves and any Affiliates registered for this Use Case.

2.5 EXIT

[Return / Deletion of data].

Default setting "keep" or "delete" according to this Use Case.

Existing data exchange contracts remain unaffected, if a Participant withdraws its registration from this Use Case or terminates its contract with an operating company.

2.6 HOW LONG?

[Duration of (i) contract, (ii) data provision and (iii) usage right(s)]

The (i) data exchange contract term, (ii) Data Provider's obligation to provide data and (iii) Data Consumer's usage right(s) each end on 16 October 2024, unless ending later as agreed individually.

Unless agreed otherwise individually, Data Consumer must delete data within 14 days after its usage right(s) has/have ended.

Unrestricted Freedom of Contract

outside of elements 2.1 - 2.6 above

2.7 CONSEQUENCES OF MALPERFORMANCE

[Participant's rights, liability and limitations; depending on the nature of the data exchange contract under applicable law, statutory law may govern Participant's rights, liability and limitations; (Core/Onboarding) service providers may provide default positions for this Use Case, while Participants are free to deviate from such default positions].

Statutory law unless otherwise agreed by Participants.

2.8 MISCELLANEOUS

[preconfigured depending on the contractual relationship under civil law; (Core/Onboarding) service providers may provide default positions for this Use Case, while Participants are free to deviate from such default positions].

Data Provider and Data Consumer are free to agree individually on any other element (e.g. choice of law/place of jurisdiction) in their data exchange contract.

ANNEX TO PREDEFINED USE-CASE FRAMEWORK: TRACEABILITY

In the event of contradictions in interpretation, the framework prevails

Set-up of modular options that Participants can choose in future release version

KEY			
COLOUR CODES	Terms under Framework apply, no freedom of contract	Default with optional choices	Freedom of contract
CONSEQUENCES FOR MODULES	Default reference to Framework, no modular options.	Default and module for individual agreement (wording of modules discretionary).	Module for individual agreement and modules as specified below (wording discretionary).
PARAMETER	MODULAR OPTIONS		NOTES
WHO WITH WHOM (Parties)	Reference to Framework, no freedom of contract		Data Provider and Data Consumer as (only) Parties. In this Use Case, no freedom to designate Affiliates to be an additional party to data exchange contract.
HOW (How to perform transfer of data)	Reference to Framework, no freedom of contract		

<p>WHAT <i>(Type of data)</i> (1) Data Quality: Technical characteristics</p>	<p>Reference to Framework, no freedom of contract</p>	
<p>WHAT <i>(Type of data)</i> (2): Data Quality: Non-technical characteristics</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Default option: Exclusion of quality requirements <input type="checkbox"/> Additional option: Individual agreement 	<p>Default, but option to deviate: Participants expressly exclude requirements for quality, coherence, completeness; Data Provider provides data "as is" and "as available".</p> <p>Further option: [Individual wording by Participants]</p>
<p>WHY <i>(1) Purpose</i></p>	<ul style="list-style-type: none"> <input type="checkbox"/> Modules for Predefined Purposes <input type="checkbox"/> Additional option: Individual Purpose 	<p>Participants must choose at least one Predefined Purpose (technical default setting). Participants can agree on further Individual Purpose .</p>
<p>WHY <i>(2) Purpose-Specific Requirements, if applicable</i></p>	<p>Reference to Framework, no freedom of contract</p>	

<p>WHY <i>(3) Usage Right(s); Right(s) to grant access and to transfer data to Affiliates</i></p>	<p>Reference to Framework, no freedom of contract</p>	
<p>WHEREFROM AND WHERETO <i>(1): Geographical Limitations</i></p>	<p>Reference to Framework, no freedom of contract</p>	<p>Statement to act in compliance with geographical limitations as set by the Association ("White List").</p>
<p>WHEREFROM AND WHERETO <i>(2): Other elements of WHEREFROM AND WHERETO besides geographical limitations</i></p>	<p>Module for individual agreement only</p>	<p>No technical default setting that Participants must fill out this module.</p>
<p>CONFIDENTIALITY <i>(1): Need-to-know</i></p>	<p>Reference to Framework, no freedom of contract</p>	
<p>CONFIDENTIALITY <i>(2): Any other element to confidentiality besides need-to-know</i></p>	<p>Module for individual agreement only</p>	<p>No technical default setting that Participants must fill out this module.</p>
<p>HOW LONG <i>Duration of (i) contract, (ii) data provision and (iii) usage right(s)</i></p>	<p>Default: Reference to Framework Alternative option: Longer duration than under Framework</p>	<p>Technical default setting that Participants must fill out this module.</p>

COMPLIANCE	Reference to Framework, no freedom of contract	Statement to act in compliance with applicable laws.
CONSEQUENCES OF MALPERFORMANCE	<input type="checkbox"/> Default option: Exclusion of warranties and remedies for Data Consumer in case of malperformance (to the extent legally possible) <input type="checkbox"/> Additional option: Individual agreement	No technical default setting that Participants must fill out this module.
EXIT [TBD]		
MISCELLANEOUS	<input type="checkbox"/> <i>Choice of law:</i> <input type="checkbox"/> Seat of Data Provider <input type="checkbox"/> Seat of Data Consumer <input type="checkbox"/> Laws of other country <input type="checkbox"/> Additional option: Individual agreement <input type="checkbox"/> <i>Dispute resolution:</i> <input type="checkbox"/> Jurisdiction seat Data Provider <input type="checkbox"/> Jurisdiction seat Data Consumer <input type="checkbox"/> Arbitration clause <input type="checkbox"/> Additional option: Individual agreement	No technical default setting that Participants must fill out this module.

