

- Governance Framework for Data Space Operations
- 30,000ft Data Space Level
- 20,000ft Use Case Framework
- 10,000-5,000ft – Data Offering & Usage
- Changelog

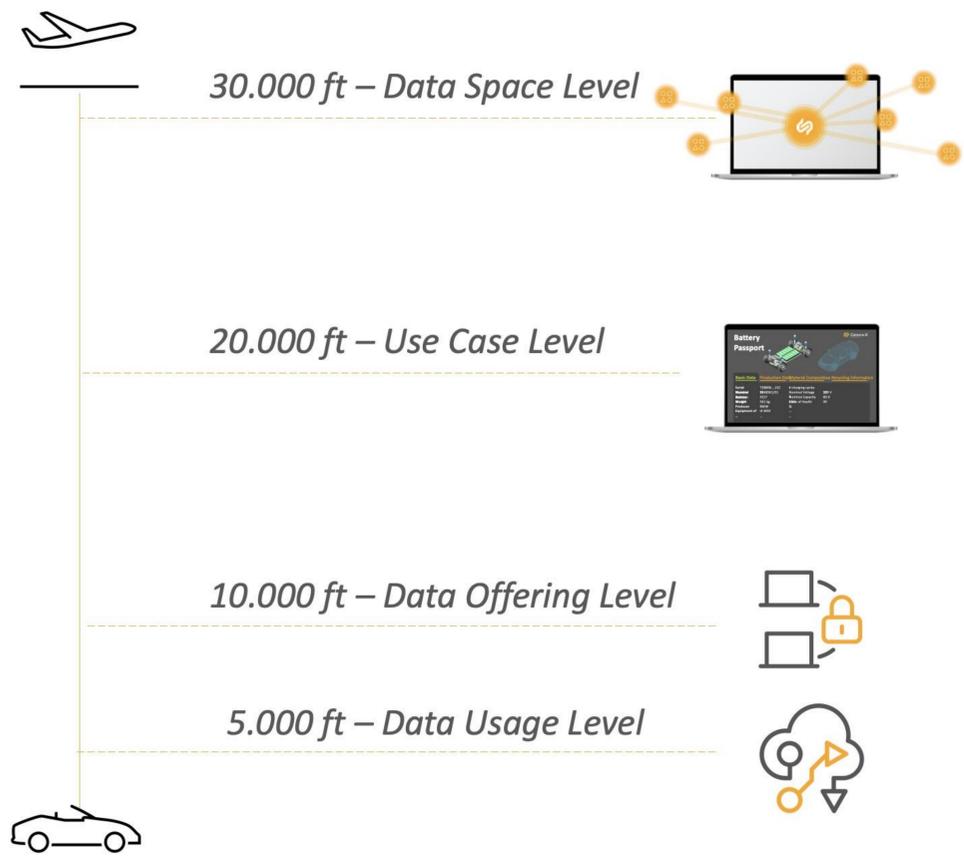
Release: 24.03 (current)

# Governance Framework for Data Space Operations

Catena-X is committed to operating in compliance with all applicable laws and regulations, and we recognize the importance of transparency and accountability in our data space operations. To that end, we continue to develop a holistic Governance Framework that outlines the requirements and responsibilities for all stakeholders involved in our activities.

Our Governance Framework for data space operations is designed to follow the highest standards of legal conduct. It includes detailed information on data sovereignty, mandatory use case requirements, and other legal considerations that are relevant to our activities.

To easily grasp the layers of our Governance Framework, think of flight level as a metaphor. The 30,000ft level provides the overall framework; 20,000ft is for specific use cases, 10,000ft for individual data offerings, and 5,000ft for automated contract negotiations. Each higher-level cascades into the lower ones, and the lower levels align with those above.



## 30,000ft - Data Space Level

At this level, the Governance Framework is defined by the Catena-X association and serves as the basis for the certification of Core Service Providers (CSP) A and B. The "Golden Rules" document, which outlines the basic principles of the data ecosystem, is published by the Catena-X association and provides clear guidelines for necessary specifications at lower levels. It also specifies how far a technical standard can go. The agreement between the CSPs and participants (e.g., data providers and data consumers) is established during onboarding.

## 20,000ft - Use Case Level

At this level, the Catena-X association provides dedicated guidelines for each use case and participants must confirm compliance with the standards and conditions to participate in a specific use case. This is an essential piece that is unique to the Catena-X data space in order to allow our use cases to scale across the network and multiple tier levels. The CSP A/B are responsible for capturing this information. The "Use Case Policy" is published by the association and includes a set of "check questions" to guide the creation of use case documents. These questions include "who, with whom, what, where from and where to, why, how, and when." Partners must confirm their participation in a specific use case through a participation statement to the CSP B. Technical standards for use cases, such as semantic models, roles, rights, and APIs, are standardized by the association.

## 10,000ft - Data Offering Level

At this level, participants configure specific data offerings while the Catena-X association provides a framework and structure for individual adjustments (for non-mandatory scope). The association details usage policies in the "Use Case Framework Document," including selected building blocks for individual customization. The association prioritizes the agreement of data exchange parties for non-mandatory scope. Access policies, such as who (defined by BPN, role, etc.) can access a specific data asset, are also defined at this level. Outside the beta phase, release 3.2 offers adjustment building blocks.

## 5,000ft - Data Usage Level

At this level, automated negotiations of data usage contracts between participants for specific data offerings (as defined at 10,000ft) occur through the Eclipse Data Space Connector (EDC). A data usage contract with the EDC (decentralized and key-signed protocol for data usage logging) can specify which partners, which data assets, and for how long data is used.

We encourage all stakeholders involved in Catena-X's activities to familiarize themselves with our Governance Framework for data space operations and understand the requirements and obligations that apply to them as we continue to publish them. By working together in a transparent and accountable manner, we can build a trusted, scalable and efficient data exchange network for the automotive industry.

Stay tuned for further building blocks to our governance framework for data space operations in the coming weeks, such as the following Use Case policies:

- "Digital behavior twin".

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# Catena-X: 10 Golden Rules

The Catena-X Data Space ("CX Data Space") is a trustworthy, collaborative, decentralized, open, standardized and secure data ecosystem for the automotive industry. Catena-X Automotive Network e.V. ("Association") is the custodian of the CX Data Space. The following ten principles ("10 Golden Rules") apply to any participant within the CX Data Space ("Participant"):

- i) Values of Gaia-X and IDSA

The concepts and values of Gaia-X and the International Data Spaces Association are the guiding principles for the implementation of the CX Data Space and the execution of (decentralized) data exchange transactions in the CX Data Space.

- ii) Data Sovereignty

The CX Data Space is designed as a sustainable solution for the digitalization of value chains, including in particular medium-sized and small companies, supporting cooperation and collaboration across enterprise boundaries. All Participants shall be able to participate on equal terms and have sovereign control over their data. They shall ensure that the services they provide or make use of remain open and fair, and are absent of discrimination and undesired lock-in effects.

- iii) Governance Framework The Association defines and sets out the governance framework in its operating model as required to facilitate (decentralised) data exchange transactions in the CX Data Space ("Governance Framework"). The Association can define technical standards ("Standards"), non-technical requirements ("Non-Technical Requirements") and other policies for Participants and the products and services they make available within the CX Data Space. The Association can use certifications and other legal instruments to give effect to the Governance Framework.

- iv) Freedom of Contract

Participants shall enjoy freedom of contract within the CX Data Space in accordance with the Governance Framework and applicable laws and regulations.

- v) Registration and Certification

Each Participant commits to the Governance Framework by registering with the CX Data Space. Participants may need a certification for certain products and services, to be issued by a conformity assessment body permitted to the CX Data Space.

- vi) Compliance by Conduct

Each Participant shall comply with all applicable laws and regulations when acting within the CX Data Space at its own responsibility, including in particular competition law, data protection laws (GDPR and others), legislation under the EU Digital Strategy (including in particular the Digital Market Act, Digital Services Act, Data Governance Act, Data Act, AI Regulation) as well as any applicable cyber security legislation ("Compliance by Conduct").

- vii) Compliance by Design

As part of the Governance Framework, the Association may determine specific requirements for the design of technology and processes to ensure compliance with applicable laws and regulations. Even where the Association sets such requirements, each Participant continues to be responsible for its Compliance by Conduct.

- viii) Security

Each Participant shall manage its access to and use of the CX Data Space, at all times, responsibly and in compliance with all applicable technical security standards once set out in the Governance Framework.

- ix) Control

The Association reserves the right to control Participants' compliance (including delegating such control to third party Participants) with these 10 Golden Rules. The Association reserves to enforce (including via third party Participants) the Governance Framework, including by way of withdrawing certifications and/or the registration as a Participant or other measures reasonably required.

- x) Legal provisions and Disclaimer

These 10 Golden Rules shall be in effect as part of the Governance Framework, until they are modified or replaced by the Association. They shall be binding for each Participant based on the related registration process. They shall only establish or be part of a contractual relationship with the Association if expressly agreed between the Association and such Participant. The Association is not responsible for data exchange transactions concluded between Participants. Each Participant acts at its own risk and responsibility, in accordance with the terms agreed with other Participants.

These 10 Golden Rules are subject to German substantive law; the exclusive venue for any disputes in relation to the Association is Berlin.

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Markdown Guidelines

Community

Tractus-X Page

More

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- Governance Framework for Data Space Operations
- 30,000ft Data Space Level
  - Country Clearance List
  - Catena-X: 10 Golden Rules
- 20,000ft Use Case Framework
  - Use Case Business Partner Data Management
  - Use Case Circular Economy
  - Use Case Demand and Capacity Management
  - Use Case PCF Exchange
  - Use Case PURIS
  - Use Case Quality
  - Use Case Traceability
- 10,000-5,000ft – Data Offering & Usage
  - Data Exchange Contracts**
- Changelog

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# Data Exchange Contracts

## CATENA X: HOW TO CONCLUDE DATA EXCHANGE CONTRACTS

- 19 MARCH 2024
- VERSION 1.1
- PDF-Version: [How\\_To\\_Conclude\\_Data\\_Exchange\\_Contracts.pdf](#)

### 1. REGISTRATION, CONNECTOR TECHNOLOGY AND USE CASE FRAMEWORKS

#### 1.1 Objective

The Catena-X Data Space ("CX Data Space") enables Data Providers ("DP") and Data Consumers ("DC") to conclude data exchange contracts via the eclipse data space connector or another registered connector ("RC Process"). The document is intended to educate (pro- spective) Participants and help them to align their internal organisational processes.

#### 1.2 Registration Process

Each participating entity ("Participant") must register and accept the Governance Framework of the CX Data Space. Cofinity-X GmbH as the provider of the Core Services B ("OpCo") manages the registration process. The OpCo assigns each Participant with a unique business partner number ("BPN-L").

#### 1.3 Registered Connector as a means to effect data exchange contracts

Each Participant with a BPN-L has at least one dedicated registered connector ("RC"), either self-managed or hosted. The RC facilitates the conclusion of data exchange contracts and the subsequent exchange of data. Where the DP allows a DC to share data with its affil- ates, those affiliates do not need an own RC.

#### 1.4 Predefined Use Case Frameworks

Catena-X Automotive Network e.V. ("Association") has developed predefined framework terms ("Predefined Use Case Framework") for particular use cases ("Use Case"). Those terms set the indispensable minimum to participate in and achieve the goals of the relevant Use Case. Beyond that, DP and DC enjoy freedom of contract. Before participating in a Use Case, each Participant must separately agree to the Predefined Use Case Framework by way of registration with the OpCo. In return, each Participant will receive a credential ("Use Case Participation Credential").

#### 1.5 Bilateral contracts outside of Catena-X

Data providers & data consumer have the option of concluding bilateral contracts (supplier contract, ...) within the confines of Predefined Use Case Frameworks that clarify additional terms that the two parties want to specify. These bilateral contracts should be referenced in the policies used with the RC. Moreover, when using Catena-X to exchange data outside a given Use Case and thus Predefined Use Case Framework, bilateral contracts outside of Catena-X are strongly recommended.

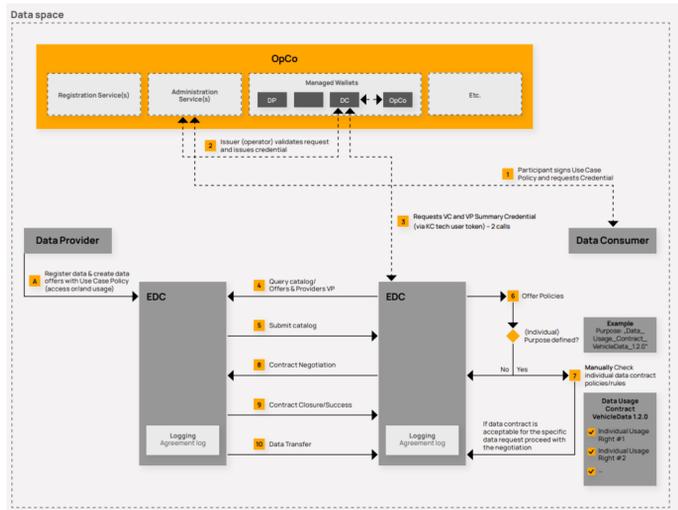


Illustration 1: RC Process with the example of an Eclipse Data Space Connector (EDC). Source: [Catena-X Operating Model](#)

## 2. EXECUTIVE SUMMARY: CONCLUDING AND PERFORMING DATA EXCHANGE CONTRACTS VIA REGISTERED CONNECTORS

DP and DC conclude a data exchange contract under a Predefined Use Case at the point that the DP's RC has delivered the DP's state- ment of acceptance to the DC in respect of a specific data set preconfigured by the DP.

To that end, the DP specifies the data set it is prepared to exchange with one or several DC, by referencing a Predefined Use Case Frame- work, specifying certain Access Policies under the Use Case and related usage policies (including who may view which data set and en- gage with the DP's RC) as well as related legal terms. A permitted DC can view and evaluate the data set under the related Access Policies after the DP has checked the DC's Use Case Participation Credential.

The DC makes a legally binding offer ("Offer") to the DP by referencing the data set (Step 8). Subsequently, the DP accepts the DC's Offer by reproducing the exact content of the Offer in the DP's RC. The RC delivers this declaration of acceptance to the DC (Step 9: "Contract Closure / Success"). At that point, DP and DC have concluded a valid contract under law.

DP and DC store the data exchange contract individually (no central storage) after running automatic identity verification processes. The DP uses an access token it requests and automatically receives from DP to download the data set.

### 3. DETAILS: CONTRACT FORMATION WITHIN A USE CASE

#### 3.1 Contract formation under German law

Any data exchange contract ("Contract") between a DP and DC requires an offer and the other party's acceptance.\*

#### NOTE

\*German contract formation rules under the German Civil Code. These rules do not require the DC to pay a consideration to create a valid contract. This can be different in other jurisdictions (e.g. US law). In general, the Governance Framework allows for deviations from any mandatory terms under Predefined Use Case Frameworks, if neces- sary to form a binding contract under another choice of governing law made by a DP and DC.

The OpCo is responsible to provide the technical means for the contract negotiation, including acceptance of the Use Case Framework as well as any legally necessary information on the contract formation process.

#### 3.2 DP specifies (i) legal terms and (ii) technical policies for data set in step A

In step A, DP specifies a data set it is prepared to exchange with a data consumer ("Data Offers"). For each of these data sets, DP specifies all contract terms by referencing a Predefined Use Case Framework and, if desired, specifies any additional terms within the confines of the Predefined Use Case Framework (e.g. choice of law, dispute resolution).

DP also sets technical policies that establish which Participants can view and interact with a Data Offer ("Access Policy"). DP does not ac- tively send Data Offers to any Participant. Any such Data Offer by DP is non-binding (invitation to offer) and not an offer under law. Following this, the DP's catalogue includes the Data Offer(s).

If the parties choose to conclude additional terms outside of Catena-X (see 1.5), these bilateral contracts need to be referenced in the data offer.

#### 3.3 Technical processes before DC can view DP's Data Offer

(If not effected already,) DC accepts the Predefined Use Case Framework and requests the relevant Use Case Participation Credential from the OpCo for validation and confirmation.

Upon successful validation, the OpCo generates a verified credential for the DC ("Verifiable Credential"). Such Verified Credential is then stored in DC's managed identity wallet ("MIW").

DC then queries the DP's registry/catalogue while including credentials that verify its own identity ("Verifiable Presentation") to the DP ("Query Catalogue").

DP validates the "Query Catalogue" and sends to DC all Data Offers with Access Policies that match the credentials of the DC ("Submit Catalogue), i.e. all Data Offers that DP allows DC to view.

Note: As of now, DP must inform DC that DP has created accessible Data Offer(s) for DC.

#### 3.4 Evaluate Data Offer(s)

DC views Data Offer(s) and evaluates its/their terms (step 6-7).

#### 3.5 DC makes Offer to DP in Step 8

If DC wants to conclude a binding data exchange contract based on the terms of a Data Offer, DC can communicate such desire to DP by way of reference to a specific Data Offer. Under German law, this constitutes a binding offer by DC.

For now, DC only has the option to accept all terms of an Offer (or not). The RC Data Exchange Process does not yet provide for DC to make an offer that deviates from the terms of a Data Offer as set by the DP. However, future release versions will provide for contract nego- tiation with counter offers by DC.

#### 3.6 DP accepts DC's Offer in Step 9

DP accepts DC's Offer by repeating the exact content of DC's Offer in a declaration of acceptance and sending this back to DC in step 9. Upon successful delivery of the declaration of acceptance (illustration: Contract Closure / Success), DC and DP have concluded a valid contract under law.

#### 3.7 Verifications and sending contract

During the contract formation process, DC sends identity credentials to DP and DP sends identity credentials to DC. Once the previous steps are completed, the DP's RC and the DC's RC each store the data exchange contract. There is no central means of storage. It is up to Participants to store their data exchange contracts.

#### 3.8 Data exchange

In step 10, DC requests access to DP's data from DP. DP sends an access token to DC. Following that, DC can use such token to down- load the data provided by DP. DC may repeat this process multiple times, using the same token. Following the retrieval of data, DC pro- cesses such data.

#### 3.9 Automating contract negotiations in Predefined Use Case Frameworks

The Association will develop further automation and scalability of the RC Process. The RC will enable Participants to choose from a range of text modules when negotiating and agreeing on terms within the Predefined Use Case Frameworks (e.g. liability/dispute resolu- tion/choice of law etc.).

Also, Participants will be able to define conditions for automated acceptances (via their RC) in response to offers from other Participants within Predefined Use Case Frameworks.

CATENA X: HOW TO CONCLUDE DATA EXCHANGE CONTRACTS

### 1. REGISTRATION, CONNECTOR TECHNOLOGY AND USE CASE FRAMEWORKS

- 1.1 Objective
- 1.2 Registration Process
- 1.3 Registered Connector as a means to effect data exchange contracts
- 1.4 Predefined Use Case Frameworks
- 1.5 Bilateral contracts outside of Catena-X
- 2. EXECUTIVE SUMMARY: CONCLUDING AND PERFORMING DATA EXCHANGE CONTRACTS VIA REGISTERED CONNECTORS
- 3. DETAILS: CONTRACT FORMATION WITHIN A USE CASE
  - 3.1 Contract formation under German law
  - 3.2 DP specifies (i) legal terms and (ii) technical policies for data set in step A
  - 3.3 Technical processes before DC can view DP's Data Offer
  - 3.4 Evaluate Data Offer(s)
  - 3.5 DC makes Offer to DP in Step 8
  - 3.6 DP accepts DC's Offer in Step 9
  - 3.7 Verifications and sending contract
  - 3.8 Data exchange
  - 3.9 Automating contract negotiations in Predefined Use Case Frameworks