MEMORANDUM OF UNDERSTANDING

To provide consumers with crashworthiness information, Chrysler Corporation (Chrysler) and the Center for Auto Safety (CAS) agree to the following terms and conditions in conducting a crash test of 1993 L/H model:

1. CAS has complete authority to and will select a test facility capable of conducting a 35 MPH frontal crash test according to the New Car Assessment Program (NCAP) test procedure.

2. CAS will have the test run strictly according to NCAP procedures as set forth in NHTSA's "Laboratory Indicant Test Procedure: New Car Assessment Program" (January 1, 1990). Any changes in NCAP test procedure since that date shall be incorporated into this test.

3. CAS alone will negotiate the contract for the testing to be done in strict accordance with NCAP procedures.

4. CAS will utilize a qualified contract test manager and such additional engineers as are necessary to ensure that the test is carried out according to the NCAP test procedures.

5. Chrysler will give CAS a list of 6 dealers per test site with 1993 L/H vehicles after CAS identifies the test site.

6. CAS will go to one of the dealers and select an L/H model to be tested without Chrysler's knowledge of which dealer and which model.

7. Upon arrival at the dealer, CAS will select the model and Chrysler will make all necessary arrangements for its transfer to CAS' custody.

8. Chrysler will provide documentation to CAS before the test is conducted showing vehicle selected was at dealer prior to CAS identifying test site.

9. CAS will transport the vehicle to the test facility where the test facility will take physical custody of the vehicle.

10. Chrysler will retain ownership of the vehicle selected but will surrender control of the vehicle to CAS; Chrysler will remove the vehicle from the test facility within 30 days after completion of the crash test.

11. Chrysler will be permitted to inspect the vehicle only to extent allowed under NCAP and will not modify the vehicle in any manner.

12. CAS will inspect the vehicle prior to testing to ensure that no modifications have been made to said vehicle and that it meets only dealer stock specifications.

13. If Chrysler and CAS determine there is any pre-test damage to or other non-conformity with stock specifications, CAS has the right to abort the test or select another vehicle at Chrysler's expense according to procedures outlined above.

14. Chrysler will pay the test facility, contract test manager and vehicle transporter directly for all costs and expenses upon such terms as CAS has contracted, including premium for guaranteed results with the facility.

15. CAS will accept no financial consideration or payments of any form for its participation in the testing and will bear the complete cost of its staff and additional engineers for participation in the program including overhead, travel and expenses.

16. CAS has the complete right to release the test data.

17. The lab will provide at least two sets of the test data, films and reports to CAS which will provide one complete set to Chrysler.

18. CAS and its contract test manager will work with Chrysler Vehicle Safety Staff to finalize any variables permitted under the NCAP test procedure in advance of delivery of the vehicle to test facility.
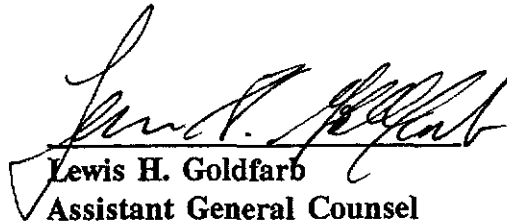
Schedule

1. CAS will inform Chrysler on September 24 of the two CAS designated test facilities.

2. By September 25, Chrysler will provide CAS with a list of the six dealers closest to each of the two facilities which have L/H vehicles in stock.

3. On September 28, CAS will inform Chrysler of the designated facility. On September 29, Chrysler and CAS representatives will meet at 9AM at the designated facility and go to the dealer selected by CAS and pick up the vehicle selected by CAS.

4. The test will be conducted as soon as the lab can perform it after delivery and set up of vehicle.

Agreed to on this 23rd day of September 1992.

Clarence M. Ditlow
Executive Director
For CENTER FOR AUTO SAFETY

Lewis H. Goldfarb
Assistant General Counsel
For CHRYSLER CORPORATION