**Applicant****:** (Company Name)

**Address:**

**City:**

**Country**:        **Date:**

**Declaration of Acceptance for ECSEL Projects**

Dear Madams, Sirs,

1. Even though we are not a member of any of the Associations, we recognize that we benefit from the costs and expenses made by the ECSEL Joint Undertaking in fulfilling its tasks as set out in the Council Regulation. In view of this, we hereby declare to you, also for the benefit of the other participants in the Action(s), that we accept and agree to pay you an amount equal to 3.3% (or so much less as determined by the three JU Associations on mutual agreement for any particular year) of our and our Affiliated Entities’ Maximum Possible Funding (as defined below) for the execution of the Action(s) during the entire duration of the Action(s), hereinafter referred to as the “Variable Contribution”. In case a Grant Agreement contains information with respect to the Maximum Possible Funding from the ECSEL Joint Undertaking that is different from the corresponding information in the relevant PAB Decision, then the information in the Grant Agreement will be leading in determining our Variable Contribution.
2. In addition, we agree to report in writing to you, within one month after the start of the Action, the Maximum Possible Funding for us in view of the Action. In case such reporting on Maximum Possible Funding is not received by you or not in a timely manner, you will use the information from the relevant PAB Decision and Grant Agreement to determine the Variable Contribution, which, however, will have no effect on our reporting obligations as set out herein.
3. The amount of the Variable Contribution, once invoiced to us, shall be regarded as undisputed, if such amount is not disputed by us in writing within five months after the date of the relevant invoice.
4. The Variable Contribution will be payable to you, based upon received invoices, in 3 equal instalments over 3 consecutive years for each individual Action.
5. This declaration shall be governed and construed in accordance with the laws of France, without giving effect to its conflict of laws’ provisions. Any dispute between us and AENEAS shall, if not settled amicable between us, finally be settled by arbitration in accordance with the rules of arbitration of the International Chamber of Commerce (“the Rules”) by three (3) arbitrators, in which case the chairman shall be of juridical education, or less if the parties to the dispute agree on in writing, appointed in accordance with said Rules. Such arbitration shall be held in Paris, and shall be conducted in the English language
6. For the purpose of this document, the following terms starting with a capital shall have the meaning as set forth below:

**“Action(s)”** shall mean, as the context determines, the ECSEL Joint Undertaking project or projects in which we participate.

**“Affiliated Entity”** shall mean any Legal Entity directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts, unless otherwise agreed in the relevant project cooperation agreement.

**“Control”** shall mean the direct or indirect ownership of more than 50% of the nominal value of the issued share capital of the Legal Entity or of more than 50% of the issued share capital entitling the holders to vote for the election of directors or persons performing similar functions, or the direct or indirect right by any other means to elect or appoint directors of the Legal Entity (or persons performing similar functions) who have a majority vote.

**“Council Regulation”** shall mean the Regulation of the Council of the European Union “Setting up the ECSEL Joint Undertaking", with No. 561/2014/EU.

**“Grant Agreement”** shall mean the agreement between the ECSEL Joint Undertaking and the beneficiaries under an Action, through which the ECSEL Joint Undertaking grants funding to these beneficiaries.

**“Association”** shall mean any one of the three associations ARTEMISIA, AENEAS and EPoSS, and “Associations” shall mean two or all of them together, as the context determines.

**“Maximum Possible Funding”** shall mean the sum of maximum funding that we may receive from the ECSEL Joint Undertaking and/or from the National Funding Authorities, as specified for us in the PAB Decision.

**“PAB Decision”** shall mean the decision on funding of the Action(s) by the Public Authority Board of the ECSEL Joint Undertaking, as defined in Clause 10 of the Annex to the Council Regulation.

**“Total Costs”** shall mean the total costs to be incurred by us and our Affiliated Entities for executing the Action(s), as far as eligible for funding by the ECSEL Joint Undertaking and/or the National Funding Authorities.

We certify that (company/organisation name) is not already affiliated to an AENEAS Member.

(see Article 23.4 of the AENEAS Articles of Association)

**Organization Type:** SME  Corporate  Research

**Legal Contact Name:** (First Name, Last Name)

*(Person with the legal authority to sign)*

**Function:**

**Email:**

**Registered Address:**      

**VAT Number:**      

Stamp, date & signature

|  |  |
| --- | --- |
| **Contact Name:**  (First name, last name)  *(Person most involved with projects)*  **Function:**  **Email:** | **Financial Contact Name:**  (First name, last name)  **Function:**        **Email:** |

Please send scanned copy to contact@aeneas-office.org and mail signed original document to the address indicated on the AENEAS website