



INTERNAL REGULATIONS

Version 2020-06-26

PREAMBLE

These Internal Regulations are an extension of the Articles of Association of AENEAS. Terms defined in the Articles of Association maintain their same meaning when used in the Internal Regulations and vice-versa. The duration of the Internal Regulations is the same as that of the Articles of Association.

1. CONTRIBUTIONS

1.1. Variable Contribution

1.1.1. Each Active Member shall pay during each financial year a variable amount (the “Variable Contribution”) according to the following provisions:

1.1.1.1. The Variable Contribution for a calendar year shall be calculated on the basis of each Partner’s Maximum Possible Funding in Projects. “Partner” shall mean an Active Member or its Affiliated Company participating in a Project Agreement setting forth all or part of the terms and conditions that apply to any Project between Partners. “Maximum Possible Funding” shall mean the sum of the maximum possible funding obtained from National Public Authorities and the maximum possible funding obtained from ECSEL. “Project” shall mean a research and/or development and/or innovation project that is partly funded by ECSEL and/or National Public Authorities as part of ECSEL and/or the PENTA and/or EURIPIDES Programmes.

1.1.1.2. The Variable Contribution for each Partner shall be invoiced on a per Project basis in 3 (three) instalments over 3 (three) consecutive years.

1.1.1.3. Initial invoices for the Variable Contribution with regard to participation of Partners in Projects will be based upon the Maximum Possible Funding fixed by the PAB decision in case of Projects managed through ECSEL (“JU Projects”) or by the National Grant Agreement in case of Projects managed through the PENTA Programme (“PENTA Projects”) and/or the EURIPIDES Programme (“EURIPIDES Projects”).

1.1.1.4. A Partner involved in a project selected by the PAB or National Public Authorities may submit a letter to the Association explaining the reasons for which it will not benefit of funding. After verification, the Association will fully reimburse the Partner within 3 (three) months following the reception of the letter.

1.1.1.5. Partners will inform the Association with appropriate documentation on any revision of funding.

1.1.1.6. The amount of the first invoice following the signature of a National Grant Agreement will be based on the amount of funding set in such agreement and will include compensation for any difference between the Variable Contribution invoiced on the basis of the Maximum Possible Funding indicated in the PAB decision and actual Variable

Contribution resulting from any funding revision done either by the National Grant Agreement or by ECSEL or by both.

- 1.1.1.7.** Any further invoices will be based solely upon the funding allocated in the National Grant Agreement and the respective ECSEL Grant Agreement, if applicable, and no longer on the Maximum Possible Funding fixed by the PAB decision.
- 1.1.2.** The Variable Contribution shall be set to 1.8% (one point eight per cent) of the Maximum Possible Funding in Projects in which the Partner participated in the relevant financial year.
- 1.1.3.** The Variable Contribution with regard to participation of Partners in PENTA and EURIPIDES Projects may deviate from the definition in clause 1.1.2, subject to decision by the Supervisory Board.
- 1.1.4.** The Variable Contribution due in respect of a financial year shall be payable on the dates as to be set by the Supervisory Board.

1.2. Reporting on Maximum Possible Funding

Each of the Partners agree amongst each other and towards and for the benefit of the Association to report in writing to the Association, within 3 (three) months after the end of any financial year for any Project in which it participated, its Maximum Possible Funding in that financial year.

1.3. Survival of Provisions

Active Members agree amongst each other and towards/for the benefit of the Association that the obligations for Projects submitted in Calls of ECSEL and/or the PENTA and/or EURIPIDES Programmes before the notice of the termination of membership:

- a.** to pay Variable Contribution,
- b.** to pay Extra Variable Contribution as laid down in clause 2.3, and
- c.** to report, in accordance with clauses 1.2 and 2.3,

shall survive the termination of membership of the Association, as if the Active Member whose membership has terminated or expired, would still be Active Member. Any increase of the Variable Contribution or the Extra Variable Contribution, shall not apply for Active Members after termination of their membership.

2. COOPERATION IN JU PROJECTS WITH NON-MEMBERS

- 2.1.** In view of Non-Members (as defined in this clause 2.1) benefiting from the costs and expenses made by ECSEL and carried by the Association for facilitating the selection and evaluation process of proposals of JU Projects for public funding, as well as for other activities of ECSEL to the benefit of research and development actors in the Field, each

of the Active Members agrees to use reasonable efforts to ensure that in JU Projects in which it or its Affiliated Companies participate, each (envisaged future) Partner that:

- a. is not an Active Member, or
- b. is not an Affiliated Company of such Active Member,

hereinafter also referred to as “Non-Member”, shall commit itself in writing towards the Association, by execution of a Declaration of Acceptance or otherwise, to pay the Variable Contribution as determined by the JU Associations on mutual agreement for any particular year and to report to the Association in writing its Maximum Possible Funding for each JU Project in which it participates of every ended financial year of ECSEL in accordance with the time-limits as set in clause 1.2.

- 2.2. Non-Members that have committed themselves in accordance with clause 2.1 shall be referred to as “Contributing Non-Members”. All other Non-Members shall be referred to as “Non-Contributing Non-Members”.
- 2.3. Each of the Corporate-Active Members commits itself towards the other Active Members and towards and for the benefit of the Association that, if it enters into a JU Project Agreement with a Non-Contributing Non-Member, it shall:
 - a. report the Maximum Possible Funding of such Non-Contributing Non-Member as would have been required by a Declaration of Acceptance if such Non-Contributing Non-Member would have executed that, and
 - b. pay an amount to the Association (the “Extra Variable Contribution”) that is equal to its and its Affiliated Companies’ Maximum Possible Funding in the JU Project concerned divided by the total of all Maximum Possible Funding in that JU Project times the Variable Contribution to the Association that such Non-Contributing Non-Member would have had to pay if it had been a Contributing Non-Member.

3. EXECUTIVE BODIES

- 3.1. The Executive Bodies of the Association are the Management Committee, the Director General, the Technical Expert Group, and the Office.
- 3.2. The Executive Bodies execute their tasks under responsibility of the Supervisory Board.
- 3.3. **Management Committee**
 - 3.3.1. Members of the Management Committee shall have a broad experience in managing collaborative international R&D&I programmes.
 - 3.3.2. Each member of the Supervisory Board shall appoint 1 (one) representative as voting member of the Management Committee.
 - 3.3.3. Each member of the Supervisory Board, attending a Supervisory Board meeting, can be accompanied by their appointed member of the Management Committee.

- 3.3.4.** The President shall appoint the chairperson of the Management Committee.
- 3.3.5.** The Management Committee will mutatis mutandis follow the rules for decision making by the Supervisory Board as defined in the Articles of Association.
- 3.3.6.** The Management Committee shall advise the Supervisory Board on all relevant matters related to the tasks of the Supervisory Board as defined in the Articles of Association and the Internal Regulations.
- 3.3.7.** The Management Committee shall have a delegated responsibility from the Supervisory Board for preparing, reviewing, monitoring and updating of the Agenda.
- 3.3.8.** The Management Committee shall install and guide a SME Engagement Council to advise the Management Committee in all matters related to SME participation in programmes and projects relevant for the Association.
- 3.3.9.** The Management Committee shall install and guide a Scientific Council to advise the Management Committee in all matters related to science and medium- to long-term developments in programmes and projects relevant for the Association.

3.4. Director General

- 3.4.1.** The Director General shall act independently from any individual Active and/or Associated Member.
- 3.4.2.** The Director General shall be appointed, suspended and dismissed by the President, after consultation with the Supervisory Board.
- 3.4.3.** The Director General shall have a delegated responsibility from the President for the execution of the day-to-day affairs of the Association and the execution of the PENTA and EURIPIDES Programmes.
- 3.4.4.** The Director General will be the secretary of the Management Committee, unless the Management Committee decides otherwise. The Director General shall have no voting rights.
- 3.4.5.** The Director General shall receive remuneration from the Association for his/her position, subject to approval by the President.

3.5. Technical Expert Group

- 3.5.1.** Members of the Technical Expert Group shall be experts in the Field and in collaborative international R&D&I programmes. Collectively, they shall be an appropriate representation of the European electronics value chain and of the countries participating in ECSEL and/or supporting the PENTA and/or EURIPIDES Programmes.
- 3.5.2.** The Management Committee shall appoint the members of the Technical Expert Group, through a process where each Active Member may propose 1 (one) candidate for membership. The number of members in the Technical Expert Group shall be kept to a practical maximum.

- 3.5.3.** The Management Committee shall appoint the chairperson of the Technical Expert Group. This chairperson will be a non-voting member of the Management Committee.
- 3.5.4.** The Technical Expert Group will follow the rules for decision making by the Management Committee as defined here above.
- 3.5.5.** The Technical Expert Group shall advise the Management Committee in all technical matters relating to programmes and project relevant for the Association.
- 3.5.6.** The Technical Expert Group can decide to split into various focused teams, to provide better advice in selected work areas, subject to approval of the Management Committee.

3.6. Office

- 3.6.1.** The Office is located at the registered address of the Association.
- 3.6.2.** The Office is managed by the Director General.
- 3.6.3.** The Office will assist the Supervisory Board, the General Assembly, the Chambers, and the Executive Bodies mentioned here above, in their respective tasks in the coordination, administration and organisation of the Association, as defined in the Articles of Association and the Internal Regulations.

3.7. Confidentiality

The Supervisory Board and all Executive Bodies agree to keep confidential all non-public oral or written information exchanged in connection with the Association. This requirement shall not apply where confidential information shall have to be disclosed pursuant to legal or administrative obligations, or at the legitimate request of public authorities.

4. PENTA AND EURIPIDES PROGRAMMES

4.1. Scope

- 4.1.1.** The PENTA Programme (“PENTA Programme”) is the programme defined in the PENTA White Paper.
- 4.1.2.** The EURIPIDES Programme (“EURIPIDES Programme”) is the programme defined in the EURIPIDES Vision, Mission and Strategy document.
- 4.1.3.** The R&D&I activities within the PENTA and EURIPIDES Programmes shall be executed in labelled PENTA and EURIPIDES Projects, respectively. Participants in the execution of such Projects (“Participants”) shall be Partners and Non-Members, that have committed in writing towards the Association, by execution of a Declaration of Acceptance or otherwise, to pay the Variable Contribution in relation to such Projects. PENTA and EURIPIDES Projects shall be accomplished

in co-operation by Participants according to Project Agreements agreed and concluded between these Participants case by case.

4.1.3.1. The PENTA and EURIPIDES labels are the confirmation that the project proposal fits the goals of the PENTA and EURIPIDES Programmes, respectively, that the applicants may participate in the PENTA and EURIPIDES Programmes, respectively, and that the project proposal is recommended for public funding. The decision on funding is with the respective PENTA and EURIPIDES Authorities. “PENTA Authorities” and “EURIPIDES Authorities” shall mean the EUREKA member and associated countries that are supporting PENTA and EURIPIDES, respectively.

4.1.3.2. The PENTA and EURIPIDES labels are subject to the condition that the Participants comply with the regulations laid down in this clause 4.

4.1.4. As part of their regular tasks, the Supervisory Board and the Executive Bodies shall stimulate, organise, and coordinate the R&D&I activities within the PENTA and EURIPIDES Programmes, including interactions with PENTA and EURIPIDES Authorities.

4.2. Tasks

4.2.1. Supervisory Board

4.2.1.1. The Supervisory Board supervises the strategy and coherence of the PENTA and EURIPIDES Programmes, and the definition of guidelines for its implementation.

4.2.1.2. The Supervisory Board shall maintain high-level exchanges with the PENTA and EURIPIDES Authorities on the strategy and funding of the PENTA and EURIPIDES Programmes.

4.2.2. Management Committee

4.2.2.1. The Management Committee decides on awarding the PENTA and EURIPIDES labels to project proposals and on major PENTA and EURIPIDES Project change requests, under responsibility of the Supervisory Board, based on recommendations provided by the Technical Expert Group.

4.2.2.2. The Management Committee will regularly interface with the PENTA and EURIPIDES Authorities for funding, evaluation, and reviewing of PENTA and EURIPIDES Projects.

4.2.3. Technical Expert Group

4.2.3.1. The Technical Expert Group recommends project proposals for selection and labelling as PENTA and/or EURIPIDES Projects, and may advise the Management Committee on priority setting and ranking.

4.2.3.2. The Technical Expert Group will foster the initiation of project proposals in the PENTA and EURIPIDES Programmes, evaluates project proposals and reviews PENTA and EURIPIDES Projects.

4.2.3.3. The Technical Expert Group may decide to appoint among themselves Project Mentors in charge of closer follow-up of a specific PENTA and/or EURIPIDES Project or a group of PENTA and/or EURIPIDES Projects.

4.2.4. Office

4.2.4.1. The Office will act as the EUREKA Cluster office for PENTA and EURIPIDES.

4.2.4.2. The Office organises the Call cycles for project proposals in the PENTA and EURIPIDES Programmes.

4.3. Confidentiality

4.3.1. It is understood and agreed by each party participating in the PENTA and/or EURIPIDES Programmes, that all technical and business information received from other parties pursuant to, or in connection with, the PENTA and EURIPIDES Programmes shall be kept confidential towards third parties during the execution of the PENTA and EURIPIDES Programmes and for 5 (five) years after the finalisation of the last PENTA and EURIPIDES Project, respectively. The parties present in the Supervisory Board and the Executive Bodies, and in all ad-hoc set up Committees or Working Groups, are obliged not to use said received information for any other purpose than performing tasks within the PENTA and EURIPIDES Programmes.

4.3.2. The obligations as set forth in this clause 4.3 shall not apply to any information which can be proven to be already known or becomes known to the receiving party other than by virtue of its participation in the PENTA and EURIPIDES Programmes, is proven to be acquired/elaborated independently, is otherwise provided lawfully, or is within the public domain.

4.3.3. Third parties within the meaning of this clause 4.3 are not the PENTA and EURIPIDES Authorities, and not the Active Members' Affiliated Companies, provided that these Affiliated Companies undertake to keep the same obligation as stipulated under this clause.

4.3.4. Publications concerning the results obtained under the execution of the PENTA and EURIPIDES Programmes from other parties are subject to their previous approval.

4.3.5. Notwithstanding the above-mentioned obligations, each of the parties is entitled to co-operate with third parties on the basis of their own know-how, to conclude technical co-operation contracts, or to license third parties with its own know-how, even if therein are contained results from other parties which derive from the co-operation, if these results are inseparably connected with said know-how.

4.4. Intellectual property rights and licensing

4.4.1. Introduction

4.4.1.1. This clause 4.4 covers the principles and conditions concerning rights and licenses with regard to the co-operation of Participants in the

PENTA and EURIPIDES Programmes that shall apply for such co-operation and the relevant Project Agreement, as defined in clause 1.1.1.1.

- 4.4.1.2.** Access Rights, Results and Background shall have the meaning as defined in the H2020 General Model Grant Agreement. Sideground shall mean information other than Results developed or otherwise acquired by a Participant beyond the Project after entering into the Project Agreement, as well as copyright or other intellectual property rights pertaining to such information, and that is introduced into the Project by that Participant for use in execution of the Project.
- 4.4.1.3.** Access Rights granted pursuant to this clause 4.4 shall extend to Affiliated Companies of the relevant Participants as if such Affiliated Companies were Participants provided all such Affiliated Companies grant licenses and user rights to all Participants (and their Affiliated Companies) to its intellectual property rights needed to use Results and (without prejudice to the Participants' obligations to carry out the Project and to provide Project deliverables) fulfil all confidentiality and other obligations accepted by the Participants under the Project Agreement or the Articles of Association and the Internal Regulations as if such Affiliated Companies were Participants. Access Rights granted to any Affiliated Company are subject to the continuation of the Access Rights of the Participant of which it is an Affiliated Company, and shall automatically terminate upon termination of the Access Rights granted to such Participant. Further, if an Affiliated Company fails in any material respect to comply with the undertaking given by it as above, and fails to rectify the non-compliance after being given a reasonable opportunity to do so, all Access Rights granted to it based upon that undertaking shall terminate.
- 4.4.1.4.** Any Access Rights to be granted under this clause 4.4 shall not, unless the owner of the Results expressly agrees, confer any right to sublicense (other than to Affiliated Companies) and may be subject to appropriate undertakings as to confidentiality and to the restrictions contained in the partly limited Access Rights granted under this clause 4.4, but shall otherwise be unrestricted.
- 4.4.1.5.** The essential transfer cost for the granting of Access Rights shall be borne by the beneficiary Participant.

4.4.2. Ownership

- 4.4.2.1.** Results shall be owned by the generating Participant.
- 4.4.2.2.** Results shall be to the free and unrestricted disposal of the generating Participant.

4.4.3. Access Rights for R&D&I

- 4.4.3.1.** With regard to Results, each of the Participants shall make available and shall grant non-exclusive, non-transferable rights and licenses to the

other Participants participating in the same specific Project on a royalty-free basis, where and to the extent that such Results is necessary for the execution of their own R&D&I activities under the said specific Project.

4.4.3.2. With regard to Background and Sideground, it is understood that each of the Participants has the required expertise, experience and background information to undertake its own work in the specific Project. However, there may be occasions on which it will be necessary for Participants to give access to their Background and Sideground to execute a specific Project. In these cases, if a Participant participating in the same specific Project has to solve a particular problem in order to achieve the Project's R&D&I objectives, that Participant will be given access to the appropriate Background and Sideground of the other Participants participating in the same specific Project to the extent necessary for this purpose under royalty free conditions - provided said Participants are free to disclose such Background and Sideground.

4.4.4. Access Rights for exploitation and commercialisation

4.4.4.1. With regard to Results, each of the Participants shall make available and shall grant non-exclusive, non-transferable rights and licenses to the other Participants participating in the same specific Project on a royalty-free basis, as far as the Participants have agreed for certain parts of the Project on a balanced situation (comparable levels of expertise, available Background, contributions to the Project, and resources); in other parts of the Project fair, reasonable and non-discriminatory conditions may apply. The relevant situation shall be defined in the specific Project Agreement.

4.4.4.2. With regard to rights concerning Background and Sideground, any licenses will be granted to Participants on fair, reasonable and non-discriminatory conditions, as far as necessary for the use of the own Results.

5. MISCELLANEOUS

The Internal Regulations are concluded in the English language. In any case of translation into other languages, the English language shall prevail.