



INTERNAL REGULATIONS

Version 2021-11-26

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.

The duration of the Internal Regulations is the same as that of the Articles of Association.

In these Internal Regulations, Partnerships shall mean the European Joint Undertaking KDT and its predecessor ECSEL, and Clusters shall mean the Eureka Cluster Xecs and its predecessors PENTA and EURIPIDES.

The R&D&I activities in the Partnerships and the Clusters are executed by Members, Members' Affiliate Companies, and other parties ("Non-Members") participating in funded projects ("Partnership Projects" and "Cluster Projects", respectively) through co-operation in Project Agreements agreed and concluded between these participants case by case.

1. CONTRIBUTIONS

1.1. Variable Contribution

Each Member shall pay during each financial year a variable amount to the Association (the "Variable Contribution") according to the following provisions:

- 1.1.1.** The Variable Contribution for a calendar year shall be calculated on the basis of each Member's and its Affiliate Companies' Maximum Possible Funding in Partnership and Cluster Projects.
- 1.1.2.** A Member involved in a Partnership or Cluster Project selected for funding 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 Member within 3 (three) months following the reception of the letter.
- 1.1.3.** Members will inform the Association with appropriate documentation on any revision of funding.
- 1.1.4.** The Variable Contribution with regard to participation in Cluster Projects may deviate from the definition in clause 1.1.1, subject to decision by the Supervisory Board.
- 1.1.5.** 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. Survival of Provisions

The obligations of Members in relation to Projects selected for funding before the notice of the termination of membership:

- a.** to pay Variable Contribution, and
- b.** to pay Extra Variable Contribution, as laid down in clause 2,

shall survive the termination of membership of the Association, as if the Member whose membership has terminated or expired, would still be Member.

2. COOPERATION IN PARTNERSHIP PROJECTS WITH NON-MEMBERS

Subject to decision by the Supervisory Board, Corporate-Members participating in Partnership Projects together with Non-Members may be invoiced for amounts (“Extra Variable Contribution”) equivalent to the Variable Contributions that such Non-Members would have to pay in relation to such Projects if they were Members.

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. The 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 Member.

- 3.4.2. 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.
- 3.4.3. 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. The 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 the Partnerships and/or supporting the Clusters.
- 3.5.2. The Management Committee shall appoint the members of the Technical Expert Group through a process where each 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. CLUSTERS

4.1. Scope

4.1.1. Cluster Projects are labelled by the Clusters and funded by the Eureka member, partner, and associated countries, upon a Call for project proposals in relation to the Clusters. Participants in the execution of such Projects (hereafter in this clause 4 “Participants”) shall be Members, Members’ Affiliate Companies, 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.

4.1.1.1. Labelling is the confirmation that the project proposal fits the goals of the Clusters, that the applicants may participate in the R&D&I activities in the Clusters, and that the project proposal is recommended for public funding. The granting of funding is a national decision with the relevant Eureka member, partner, and associated countries.

4.1.1.2. Labelling of a project proposal is subject to the condition that the Participants comply with the regulations laid down in this clause 4.

4.1.2. 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 Clusters, including interactions with Eureka member, partner, and associated countries.

4.2. Tasks

4.2.1. Supervisory Board

The Supervisory Board supervises the strategy and coherence of the Clusters, and the definition of guidelines for its implementation.

4.2.2. Management Committee

The Management Committee decides on labelling of project proposals and on major Cluster Project change requests, under responsibility of the Supervisory Board, based on recommendations provided by the Technical Expert Group.

4.2.3. Technical Expert Group

4.2.3.1. The Technical Expert Group recommends project proposals for selection and labelling as Cluster 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 Clusters, evaluate project proposals, and review Cluster 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 Cluster Project or a group of Cluster Projects.

4.2.4. Office

4.2.4.1. The Office will act as the Eureka Cluster office for the Clusters.

4.2.4.2. The Office organises the Calls for project proposals in the Clusters.

4.3. Confidentiality

- 4.3.1.** It is understood and agreed, by each party participating in the Clusters, that all technical and business information received from other parties pursuant to, or in connection with, the Clusters shall be kept confidential towards third parties during the execution of the Clusters and for 5 (five) years after the finalisation of the last relevant Cluster Project. 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 Clusters.
- 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 become known to the receiving party other than by virtue of its participation in the Clusters, 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 Eureka member, partner, and associated countries, and not the 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 Clusters 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 Cluster Projects that shall apply for such co-operation and the relevant Project Agreement.
- 4.4.1.2.** Access Rights, Results, and Background shall have the meaning as defined in the General Model Grant Agreement of the Framework Programme. 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 sub-license (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.