



## **INTERNAL REGULATIONS**

**Version 2019-11-19**

## **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 PENTA.

**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”).

**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 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 PENTA 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 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 of all Corporate-Active Members 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, the PENTA Director, 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.
- 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 Programme.
- 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. PENTA Director**

**3.6.1.** The PENTA Director shall act independently from any individual Partner in the PENTA Programme.

**3.6.2.** The PENTA Director will be appointed, suspended and dismissed by the President, after consultation with the Supervisory Board.

**3.6.3.** The PENTA Director shall have a delegated responsibility from the President for the execution of the PENTA Programme.

**3.6.4.** The PENTA Director will be a member of the Management Committee. The PENTA Director shall have no voting rights.

**3.6.5.** The PENTA Director shall receive remuneration from the Association for his/her position, subject to approval by the President.

### **3.7. Office**

**3.7.1.** The Office is located at the registered address of the Association.

**3.7.2.** The Office is managed by the Director General.

**3.7.3.** 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.

### **3.8. 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 PROGRAMME**

### **4.1. Scope**

**4.1.1.** The PENTA Programme (the “PENTA Programme”) is the programme defined in the PENTA White Paper.

- 4.1.2.** The R&D&I activities within the PENTA Programme shall be executed by Partners (as defined in clause 1.1.1.1) participating in labelled PENTA Projects.
  - 4.1.2.1.** PENTA Projects shall be accomplished in co-operation by Partners according to Project Co-operation Agreements (“PCA”) agreed and concluded between these Partners case by case.
  - 4.1.2.2.** The PENTA label is the confirmation that the proposed project fits the goals of the PENTA Programme, that the applicants may participate in the PENTA Programme, and that the proposed project is recommended for public funding. The decision on funding is with the respective PENTA Authorities. “PENTA Authorities” shall mean the EUREKA member and associated countries that are supporting PENTA.
  - 4.1.2.3.** The PENTA label is subject to the following condition: PENTA Project Partners must comply with the regulations laid down in this clause 4.
- 4.1.3.** 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 Programme, including interactions with PENTA Authorities.

## **4.2. Tasks**

### **4.2.1. Supervisory Board**

- 4.2.1.1.** The Supervisory Board supervises the strategy and coherence of the PENTA Programme, and the definition of guidelines for its implementation.
- 4.2.1.2.** The Supervisory Board shall maintain high-level exchanges with the PENTA Authorities on the strategy and funding of the PENTA Programme.

### **4.2.2. Management Committee**

- 4.2.2.1.** The Management Committee decides on awarding the PENTA label to project proposals and on major PENTA 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 Authorities for funding, evaluation, and reviewing of PENTA Projects.

### **4.2.3. Technical Expert Group**

- 4.2.3.1.** The Technical Expert Group recommends project proposals for selection and labelling as PENTA 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 Programme, evaluates project proposals and reviews PENTA 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 Project or a group of PENTA Projects.

**4.2.4.** PENTA Director

**4.2.4.1.** The PENTA Director manages the PENTA Programme.

**4.2.4.2.** The PENTA Director represents the PENTA Programme in front of the PENTA Authorities.

**4.2.5.** Office

**4.2.5.1.** The Office will act as the EUREKA Cluster office for PENTA.

**4.2.5.2.** The Office organises the Call cycle for project proposals in the PENTA Programme, under responsibility of the PENTA Director.

**4.3. Confidentiality**

**4.3.1.** It is understood and agreed by each party participating in the PENTA Programme, that all technical and business information received from other parties pursuant to, or in connection with, the PENTA Programme shall be kept confidential towards third parties during the execution of the PENTA Programme and for 5 (five) years after the finalisation of the last PENTA Project. The participants 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 Programme.

**4.3.2.** The obligations as set forth in this clause here above 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 Programme, 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 are not the PENTA Authorities funding Active Members participating in PENTA Projects, and 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 Programme 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 Partners in the PENTA Programme that shall apply for such co-operation and the relevant PCA (pursuant to clause 4.1.2.1).
- 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 Partner beyond the Project after entering into the PCA, as well as copyright or other intellectual property rights pertaining to such information, and that is introduced into the Project by that Partner for use in execution of the PENTA Project.
- 4.4.1.3.** Access Rights granted pursuant to this clause 4.4 shall extend to Affiliated Companies of the relevant Active Members as if such Affiliated Companies were Active Members provided all such Affiliated Companies grant licenses and user rights to all Active Members (and their Affiliated Companies) to its intellectual property rights needed to use Results and (without prejudice to the Active Members' obligations to carry out the Project and to provide Project deliverables) fulfil all confidentiality and other obligations accepted by the Active Members under the PCA or the Articles of Association and the Internal Regulations as if such Affiliated Companies were Active Members. Access Rights granted to any Affiliate are subject to the continuation of the Access Rights of the Active Member of which it is an Affiliate, and shall automatically terminate upon termination of the Access Rights granted to such Active Member. Further, if an Affiliate 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 Partner.
- 4.4.2. Ownership**
  - 4.4.2.1.** Results shall be owned by the generating Partner.
  - 4.4.2.2.** Results shall be to the free and unrestricted disposal of the generating Partner.
- 4.4.3. Access Rights for R&D&I**

**4.4.3.1.** With regard to Results, each of the Partners shall make available and shall grant non-exclusive, non-transferable rights and licenses to the other Partners 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 Partners 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 Partners to give access to their Background and Sideground to execute a specific Project. In these cases, if a Partner participating in the same specific Project has to solve a particular problem in order to achieve the Project's R&D&I objectives, that Partner will be given access to the appropriate Background and Sideground of the other Partners participating in the same specific Project to the extent necessary for this purpose under royalty free conditions - provided said Partners 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 Partners shall make available and shall grant non-exclusive, non-transferable rights and licenses to the other Partners participating in the same specific Project on a royalty-free basis, as far as the Partners 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 PCA.

**4.4.4.2.** With regard to rights concerning Background and Sideground, any licenses will be granted to Partners 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.