



H2020 FRAMEWORK PROGRAMME

CS2 Joint Undertaking

Call: H2020-CS2-CFP03-2016-01

Topic: JTI-CS2-2016-CFP03-FRC-02-11

Type of action: IA

PROJECT TITLE:

**Design and Realization of equipped engine
compartments including cowling for a fast compound
rotorcraft**

PROJECT ACRONYM:

DREAM

CONSORTIUM AGREEMENT

Date of preparation of this document: 2017/02/16

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THIS CONSORTIUM AGREEMENT is based upon REGULATION (EU) No 1290/2013 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 11 December 2013 laying down the rules for the participation and dissemination in “Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020)” (hereinafter referred to as “the Rules”), and the European Commission Multi-beneficiary General Model Grant Agreement and its Annexes, and is made on 01.01.2017, (hereinafter referred to as the “Effective Date”),

BETWEEN:

The Coordinator: Instytut Lotnictwa (ILOT), a research center company, registered with the KRS as No. 0000034960, maintained by the District Court for Warsaw, XIII Administrative Division of the National Court Register; whose registered office is situated at al. Krakowska 110/114, 02-256 Warsaw, Poland,

Represented by Witold Wiśniowski, Associate Prof. PhD Eng.
Acting as General Director

and

the Partner: Výzkumný a zkušební letecký ústav, a. s. (VZLU), joint stock company, with capital of 750 968 000,- CZK, incorporated in the Companies Register kept by the Municipal Court in Prague, Section B, Insert 446, identification number 00010669, whose registered office is situated in Beranových 130, 199 05 Prague – Letňany, Czech Republic

Represented by Mr. Josef Kašpar, Chairman of the Board
Mr. Viktor Kučera, Vice-chairman of the Board

and

the Partner: LA composite, s.r.o. (LA), a limited liability company, with capital of 100 000,- CZK, kept by the Municipal Court in Prague, Section C, Insert 40658, identification number 645 79 336, whose registered office is situated in Beranových 65, 199 02 Praha 9 – Letňany, Czech Republic,

Represented by Mr. Zbyněk Zavadil,
Acting as Managing Director.

hereinafter, jointly or individually, referred to as “Parties” or “Party”
relating to the research project entitled:

Design and Realization of equipped engine compartments including cowling for a fast compound rotorcraft

in short:

DREAM

hereinafter referred to as the “Action”

BACKGROUND:

The Parties have submitted a proposal for the Action to the Funding Authority as part of the Horizon 2020 – the Framework Programme for Research and Innovation (2014-2020).

The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the specific Grant Agreement to be signed by the Parties and the Funding Authority.

IT IS NOW AGREED AS FOLLOWS:

Section 1: Definitions

1.1 Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules or, in the Grant Agreement including its Annexes.

1.2 Additional Definitions

Accession Date means the date of the signature of the Declaration of Accession by a Party joining the Action in accordance with the provisions of the GA and this CA.

Action Plan means the description of the Action and the related estimated costs as first defined in Annex 1 of the GA.

Action Share means, for each Party, that Party's share of the total cost of the Action as initially set out in the GA, unless otherwise agreed by all Parties.

An **Affiliated Entity** of a Party means:

(a) any Legal Entity directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts; and

(b) any other legal Entity that is listed in Attachment 4 to this CA as being an Affiliated Entity of that Party, where such legal Entity is one in which that Party (or a legal entity qualifying as an Affiliated Entity of that Party under (a) directly above) has a 50% equity share or is the single largest equity shareholder.

For the above purposes, "Control" of any Legal Entity shall exist through 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
- right by any other means to elect or appoint directors of the Legal Entity (or persons performing similar functions) who have a majority vote.

Common Control through government does not, in itself, create Affiliated Entity status.

Application Programming Interface or API means the application programming interface materials and related documentation containing all data and information to allow skilled Software developers to create Software interfaces that interface or interact with other specified Software.

"**Background**" means any and all, data, information, knowhow IPRs that is/are:

(i) owned or Controlled by a Party prior to the Effective Date; or

(ii) developed or acquired by a Party independently from the work in the Action even if in parallel with the performance of the Action, but solely to the extent that such data, information, knowhow and/or IPRs are introduced into the Action by the owning Party.

Confidential Information has the meaning given in Section 10.1 of this CA.

Consortium means the collaborative research grouping in relation to the Action that is constituted by the GA.

Consortium Agreement or CA means this agreement.

Consortium Bodies means the bodies which are constituted in accordance with Section 6 of this CA.

Controlled Licence Terms means terms in any licence that require that the use, copying, modification and/or distribution of Software or another copyright work ("Work") and/or of any copyright work that is a modified version of or is a derivative work of such Work (in each case, "Derivative Work") be subject, in whole or in part, to one or more of the following:

- a) (where the Work or Derivative Work is Software) that the Source Code be made available as of right to any third party on request, whether royaltyfree or not;
- b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party;
- c) that a royalty-free licence relating to the Work or Derivative Work be granted to any third party.

For the sake of clarity, terms in any licence that merely permit (but do not require any of) these things are not Controlled Licence Terms.

Declaration of Accession means a declaration, in the form provided for in Attachment 2 to this CA, signed by a Party in order to join the Action.

Defaulting Party means a Party which the Project Steering Committee has identified to be in breach of this CA and/or the GA as specified in Section 4.2 of this CA.

Exploitation or **Exploit** means the direct or indirect use of Results in i) further research activities other than those covered by the Action, or ii) in developing, creating and marketing a product, or process, or iii) in creating and providing a service, or iv) in standardization activities.

Fair and Reasonable shall have the meaning given to **Fair and Reasonable Conditions** in the GA, namely, expressed in the terminology of this CA: "appropriate conditions including possible financial terms taking into account the specific circumstances of the request for Access Rights, for example the actual or potential value of the Results or Background to which Access Rights are requested and/or the scope, duration and characteristics of the Exploitation envisaged"; and shall include the following understanding: to fall within Fair and Reasonable conditions, the conditions must also be non-discriminatory.

Force Majeure means any one or more events beyond the reasonable control of the relevant Party which occur after the date of signing of this CA, were not reasonably foreseeable at the time of signing of this CA, and the effects of which are not capable of being overcome without unreasonable expense and/or unreasonable loss of time to the Party concerned. Events of Force Majeure shall include (without limitation) war, civil unrest, acts of government, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

Funding Authority means the body awarding the grant for the Action.

Grant Agreement or **GA** means the written agreement with the Commission for the carrying out of the Action, including any agreed amendment to such written agreement that may from time to time be in force.

Indirect Utilisation means that Access Rights for Exploitation granted pursuant to this CA and the GA shall include the right for a Party and its Affiliated Entities to whom such Access Rights are granted to have a third party make, only for the account of and for the use, sale or other disposal by the Party and such Affiliated Entities, products and/or services, provided that the substantial portion of the specifications of such products and/or services has been designed by or for such Party and such Affiliated Entities.

Intellectual Property Rights or **IPR(s)** means: patents, patent applications and other statutory rights in inventions; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; and other similar or equivalent forms of statutory protection, wherever in the world arising or available, but excluding rights in Confidential Information and/or trade secrets.

Needed means in respect of executing or carrying out the Action, and/or in respect of "Exploitation of Results", technically essential and:

- a) where IPRs are concerned, that those IPRs would be infringed without Access Rights being granted under the GA and this CA;

b) where Confidential Information is concerned, only Confidential Information which has been disclosed during the Action may be considered as technically essential, except as otherwise agreed between the Parties.

Object Code means Software in machine-readable compiled and/or executable form including, but not limited to, byte code form and in form of machine-readable libraries used for linking procedures and functions to other Software.

Project Management Committee means the Consortium Body as defined in Section 6.1 of this CA.

Project Steering Committee means the Consortium Body as defined in Section 6.1. of this CA.

Result(s) shall have the meaning given to it in the Rules, meaning any tangible or intangible output of the Action, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the Action as well as any rights attached to them, including Intellectual Property Rights.

Subcontractor means any third party engaged by a Party to carry out any of that Party's tasks in relation to the Action.

Software means a software program being sequences of instructions to carry out a process in, or convertible into, a form executable by a computer, and fixed in any tangible medium of expression.

Source Code means Software in human-readable form normally used to make modifications to it, including but not limited to comments and procedural code such as job control language and scripts to control compilation and installation.

WorkPackage means a group of related tasks within a project.

Section 2: Purpose

The purpose of this CA is to specify with respect to the Action the relationship among the Parties, in particular concerning the organisation of the work in the Action between the Parties, the management of the Action and the rights and obligations of the Parties concerning inter alia liability, Access Rights and dispute resolution.

Section 3: Entry into force, duration and termination

3.1 Entry into force

(a) An entity becomes a Party to this CA upon signature of this CA by one or more duly authorised representative(s) of such entity.

This CA shall enter into force on the date of its signing by all parties and into the efficiency on the date of publication in the register of contracts. VZLÚ will therefore without undue delay after its signing by both parties and in accordance with the Act of Contracts Register submit the contract to register of contracts for publication (the Effective Date).

(b) An entity becomes a Party to the CA upon signature of the Declaration of Accession (Attachment 2) by one or more authorized representative(s) of the new Party and the Coordinator. Such accession shall have effect from the date identified in the Declaration of Accession.

3.2 Duration and termination

This CA shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the GA and under this CA.

However, this CA or the participation of one or more Parties to it may be terminated (a) by a non-Defaulting Party by the mutual written consent of the Parties and subject without limitation to Sections 3.3, 4.1 and 9.9.2.1 of this CA; (b) for a Defaulting Party subject and without limitation to Sections 3.3, 4.2 and 9.9.2.2 of this CA and (c) by the mutual written consent of all of the Parties on terms to be agreed. All terminations are subject to and without prejudice to the necessary consent and rights of the Funding Authority pursuant to the GA.

If the GA:

- is not signed by the Funding Authority or a Party, or
- is terminated,
- or if a Party's participation in the GA is terminated,

then this CA shall automatically terminate in respect of the affected Party/ies, subject to the provisions surviving the expiration or termination under Section 3.3 of this CA.

3.3 Survival of rights and obligations

All provisions of this CA which by nature should survive the termination of this CA shall so survive such termination. This shall include without limitation the provisions relating to Definitions (Section 1), Results (Section 8), Access Rights (Section 9) and Confidentiality (Section 10), for the time period mentioned therein, as well as for Liability (Section 5), Applicable law and Miscellaneous (Section 11), all of this CA.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Project Steering Committee and the leaving Party.

Section 4: Responsibilities of Parties

4.1 General principles

Each Party undertakes to take part in the efficient implementation of the Action, and to co-operate, perform and fulfil, in a timely manner, all of its obligations under the GA and this CA as may be reasonably required from it and in a manner of good faith as prescribed by Belgian law.

Each Party undertakes to notify in a timely manner, in accordance with the governance structure of the Action, any significant information, fact, problem or delay likely to affect the Action.

Each Party shall, in a timely manner, provide all information reasonably required by a Consortium Body or by the Coordinator to carry out its tasks.

Each Party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other Parties.

In the event that any of the Parties is terminating its participation in the Action, the Parties shall use reasonable endeavours to reach agreement on either (a) or (b) below:

- a) reallocation of the requesting Party's work and contribution in order that the aims and objectives of the Action can still be met after the proposed withdrawal, and submitting details of it to the Funding Authority; or
- b) the drafting of a restructured Action Plan and submitting it to the Funding Authority.

4.2 Breach

In the event that a responsible Consortium Body identifies a substantial breach by a Party of its obligations under this CA or the GA (e.g. the improper implementation of the Action), the Coordinator or, if the Coordinator is in substantial breach of its obligations, the Party appointed by the Project Steering Committee will give formal notice to such Party requiring that such substantial breach will be remedied within 90 calendar days

If such substantial breach is not remedied within that period or is not capable of remedy, the Project Steering Committee may decide to declare the Party to be a Defaulting Party and may make reasonable proposals on the consequences thereof which may include termination of its participation.

4.3 Involvement of third parties

A Party that enters into a subcontract or otherwise involves third parties in the Action remains responsible for carrying out its relevant part of the Action and for such third party's compliance with the provisions of this CA and of the GA. It

has to ensure that the involvement of third parties does not affect the rights and obligations of the other Parties under this CA and the GA.

Section 5: Liability towards each other

5.1 No warranties

In respect of any information or materials (including Results and Background) supplied by one Party to another under the Action, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient Party shall in all cases be entirely and solely liable for the use to which it puts such information and materials, and
- no Party granting Access Rights shall be liable vis-à-vis any of the other Parties in case of infringement of proprietary rights of a third party resulting from any other Party (or its Affiliated Entities) exercising its Access Rights.

5.2 Limitations of contractual liability

5.2.1 Liability: general

Subject to the following provisions of this Section 5.2, the general provisions of Belgian law governing liability (including both contractual and non-contractual liability) shall apply to any claim between the Parties for loss or damage caused by a Party, its employees, agents and Subcontractors and arising in connection with the Action.

5.2.2 Excluded liabilities

To the extent permissible under applicable law and except as otherwise provided specifically below in this Section 5.2, in no event shall any Party be liable in connection with this CA or the GA for any of the following, however caused or arising, on any theory of liability, and even if such Party was informed or aware of the possibility thereof:

- loss of profits, revenue, income, interest, savings, shelf-space, production and business opportunities;
- lost contracts, goodwill, and anticipated savings;
- loss of or damage to reputation or to data;
- costs of recall of products; or
- any type of indirect, incidental, punitive, special or consequential loss or damage.

5.2.3 Financial limit on liability

Subject to the provisions of Sections 5.2.4 and 5.2.5 of this CA, the aggregate liability of each Party under the provisions of Section 5.2.1 to all of the other Parties collectively in respect of any and all such claims shall not exceed the greater of:

- the Party's Action Share.

The financial limitation of liability specified above in this Section 5.2.3 shall be the same in the case of any breach by a Party of its obligations under (a) Section 10 (Confidentiality), or (b) under Section 8 (Results) of this CA.

5.2.4 Exceeding the scope of Access Rights

For the avoidance of doubt, the exclusions and limitations stated in Sections 5.2.2 and 5.2.3 above shall not apply in respect of any infringement of the IPRs of any other Party or any Affiliated Entity of any other Party, which is the result of any activity or use of such IPRs that exceeds the scope of the Access Rights granted by the GA or this CA, or that is not in compliance with the associated terms and conditions upon which the Access Rights have been granted.

5.2.5 Other exceptions

The exclusions and limitations stated in Sections 5.2.2 and 5.2.3 above shall not apply in respect of any: fraud; death, injury to natural persons or damage to real or immovable property caused by the negligence or wilful act of such Party, its directors, employees, agents and Subcontractors; wilful misconduct, gross negligence, wilful breach by a Party of any obligation accepted under the GA and this CA; or otherwise in so far as mandatory applicable law overrides such exclusions and limitations.

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's obligations by it or on its behalf under this CA or from its use of Results or Background.

5.4 Force Majeure

No Party shall be considered to be in breach of this CA if it is prevented from fulfilling its obligations under the CA by Force Majeure.

Each Party will notify the competent Consortium Bodies in writing of any Force Majeure without undue delay, describing the Force Majeure event, its anticipated duration and use reasonable efforts to resume performance as soon as possible. If the consequences of Force Majeure for the Action are not overcome within 12 weeks after such notification, the transfer of tasks – if any – shall be decided by the competent Consortium Bodies.

Section 6: Governance structure

6.1 General structure

The organizational structure of the Consortium shall comprise the following Consortium Bodies:

6.1.1 The Project Steering Committee (further referred to as the "PSC") is the highest decision-making body. The PSC consists of one appointed person per participant competent to make binding decisions on behalf of participating entities. Unless decided otherwise, the meeting of the PSC is chaired by the Project Coordinator.

6.1.2 The Project Management Committee (further referred to as the "PMC") is the major executive body for the implementation of the Action. The PMC reports to and be accountable to the Project Steering Committee (PSC).

The Project Management Committee (PMC) shall consist of seven members: Project Coordinator, Technical Manager, Financial/Administrative Manager and four WP1-WP4 Leaders. Each consortium party shall have at least one member in the PMC. The PMC is as hoc supported by the IPR Manager/Lawyer. Unless decided otherwise, the PMC meeting is chaired by the Project Coordinator, who has voting rights.

6.1.3 The Coordinator is the coordinating company acting as the intermediary between the Parties and the Funding Authority. The Coordinator shall, in addition to its responsibilities as a Party, perform the tasks assigned to it as described in the GA and this CA. The Project Coordinator is the appointed person representing the coordinating company.

6.1.4 The Work Package Leaders are responsible for workflow, coordination, timeliness, deliverables and results of their WP.

The Consortium Bodies become operational on the Effective Date.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Each Consortium Party:

- should be represented at any meeting of the Project Steering Committee
- may appoint a substitute or a proxy to attend and vote at any meeting; and
- shall participate in a co-operative manner in the meetings.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

The chairperson of a Consortium Body shall convene meetings of consortium bodies in accordance with the following:

	Frequency of meetings	Extraordinary meeting
Project Steering Committee (PSC)	At least once per reporting period	At any time upon written request of the Project Management Committee or 1/3 of the Project Steering Committee members
Project Management Committee (PMC)	At least every six months	At any time upon written request of any Project Management Committee member

6.2.2.2 Notice of a meeting

The Project Coordinator shall give each of the Parties at least thirty (30) calendar days' notice in writing of such meetings or fifteen (15) calendar days' notice in case of an emergency situation. The Project Coordinator shall send a notice with a draft agenda.

6.2.2.3 Any decision may also be taken without a meeting using "per rollam" procedure. The Coordinator circulates to all members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3. below) of all members of the Consortium Body. Such document shall include the deadline for responses.

6.2.2.4 Meetings of each Consortium Body may also be held by teleconference or other telecommunication means.

6.2.3. Voting rules

6.2.3.1 Project Steering Committee shall not deliberate and decide validly unless all three representatives are present.

Project Management Committee shall not deliberate and decide validly unless at least five members are present.

If the defined above conditions are not reached, the chairperson of the Consortium Body shall promptly convene another meeting within 30 calendar days. If in this second meeting the required members of the Consortium Bodies are not present then this second meeting shall be entitled to make decisions.

6.2.3.2 Each member of the Consortium Body present or represented in the meeting shall have one vote.

6.2.3.3 Defaulting Parties may not vote.

6.2.3.4 Decisions of the Project Steering Committee shall be taken unanimously by its three members, excluding:

- declaration, remedies and termination of participation of a Defaulting Party, and
- identification of a substantial breach by a Party of its obligations under this CA or the GA

which shall be made by majority of two thirds (2/3) votes cast. .

Decisions in the Project Management Committee shall be taken by a majority of two-thirds (2/3) of the votes cast.

6.2.4 Veto rights

6.2.4.1 A Party which can show that its own work, time for performance, costs, liabilities, Intellectual Property Rights, Access Rights or other legitimate interests would be severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2 A Party may veto such decision within 15 calendar days after the draft minutes of the meeting have been sent. In case of exercise of veto, the members of the related Consortium Body shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all Parties.

6.2.4.3 A Party may not veto decisions relating to its identification as a Defaulting Party. The Defaulting Party may not veto decisions relating to its participation and termination in the Consortium or the consequences of them.

6.2.5 Minutes of meetings

6.2.5.1. The chairperson of a Consortium Body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The chairperson shall send the draft minutes to all members within 14 calendar days counting from the date on which the meeting was held.

6.2.5.2 Each member of a Consortium Body that has attended the meeting, shall have the right to request that a factual inaccuracy be corrected. The minutes shall be considered as accepted if, within 15 calendar days from sending, no member has sent an objection in writing to the chairperson with respect to the accuracy of the draft of the minutes. The Coordinator shall provide authenticated duplicates of the minutes to all Parties.

6.3 Competences of the Consortium Bodies

6.3.1 Competences of the Project Steering Committee

The following decisions can only be taken by the Project Steering Committee:

- decide upon any proposal made by the Project Management Committee for the allocation of the Action's budget in accordance with the GA, and review and propose budget reallocations to the Parties;
- proposals to the Parties for the review and/or amendment of the terms of the GA and the IA
- proposals to the Parties for the review and/or amendment of the terms of the Consortium Agreement
- proposals to the Parties for the accession of a new Party to the Consortium and approval of the settlement on the conditions of the accession of such a new Party;
- proposals to the Funding Authority for a change of the Coordinator if made a Defaulting Party;
- proposals to the Funding Authority for suspension or termination of all or part of the Action;
- proposals to the Parties for the withdrawal of a Party from the Consortium and the approval of the settlement on the conditions of the withdrawal;
- identification of a substantial breach by a Party of its obligations under this CA or the GA;
- declaration, remedies and termination of participation of a Defaulting Party
- defines actions for the PMC or its particular members

6.3.2. Competences of the Project Management Committee

The Project Management Committee shall:

- manage the Action;
- monitor the effective and efficient implementation of the Action
- collect information at least every 6 months on the progress of the Action, examine that information to assess the compliance of the Action with the Action Plan and, if necessary, propose modifications of the Action Plan to the Project Steering Committee
- shall be responsible for the proper execution and implementation of the decisions of the Project Steering Committee
- propose to PSC budget reallocations among the Parties and workshare changes;
- is responsible for the preparation of the Plan for Exploitation and the Dissemination of Results;
- decide upon measures in the framework of controls and audit procedures to ensure the effective day-to-day coordination and monitoring of the progress of the technical work affecting the Action as a whole;
- decide upon the technical roadmaps with regard to the Action;
- make proposals to the Project Steering Committee on a Defaulting Party and that the Project Steering Committee decide to assign the Defaulting Party's tasks to one or more specific Legal Entity(ies) (preferably chosen from the remaining Parties);

- support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables;
- prepare and implement the content and timing of press releases and joint publications by the Consortium or proposed by the Funding Authority in respect of the procedures of Article 29 of the Grant Agreement;
- Monitor the progress of each Work Package and Task against the Plan and agree remedial actions to recover from any divergence from the plan;
- Review all significant project risks as identified by the Work Package leaders, and agree suitable risk mitigation or avoidance plans; and
- Ensure coherence is maintained between the different Work Packages.

6.4. Project Coordinator

6.4.1 The Project Coordinator shall act as the intermediary between the Consortium and the Clean Sky Joint Undertaking. In addition to its responsibilities as a Party pursuant to Article 41.2 a) of the grant agreement, it shall perform all tasks assigned to it pursuant to Article 41.2 b) of the Grant Agreement and in this Consortium Agreement.

The Project Coordinator shall act as a chairman of the Project Management Committee and the Project Steering Committee.

6.4.2 In particular, the Project Coordinator shall

- monitor compliance by the Parties with their obligations;
- keep the address list of the Parties and other contact persons updated and available;
- collect, review to verify consistency and submitting reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority;
- administer, prepare the minutes and provide the chair of the Project Steering Committee and the Project Management Committee (in respect of providing the chair of the Project Steering Committee and the Project Management Committee, solely if nothing is decided otherwise in accordance with Sections 6.3. of this CA, respectively), and followup the decisions of the Project Steering Committee and the Project Management Committee ;
- transmit documents and information connected with the Action to any other Parties concerned;
- administer the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.2 of this CA;
- verify whether the Parties identified in the GA complete the necessary formalities for accession to the GA in accordance with the GA;
- provide, upon request, the Parties with official copies or originals of documents which are in the sole possession of the Coordinator when such copies or originals are necessary for the Parties to present claims;
- maintain details of approvals given in relation to material that is subject to Controlled Licence Terms; and

If one or more of the Parties is late in submission of any Action deliverable, the Coordinator may nevertheless submit the other Parties' Action deliverables and all other documents required by the GA to the Funding Authority in time.

6.4.3 The Project Coordinator shall not be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium.

6.4.4 The Project Coordinator shall have no other functions unless otherwise agreed upon by the Project Steering Committee.

Section 7: Financial provisions

7.1. Financial Consequences of the termination of the participation of a Party

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor. Furthermore a Defaulting Party shall, within the limits specified in Section 5.2 of this CA, bear any reasonable and justifiable additional costs occurring to the other Parties in order to perform its and their tasks.

7.2. Payments

7.2.1 Payments to Parties are the exclusive task of the Coordinator.

In particular, the Coordinator shall:

- notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
- perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
- keep the records and financial accounts relevant for the Funding Authority financial contribution and to inform the Funding Authority of its distribution thereof; and
- undertake to keep the Community financial contribution to the Action separated from its normal business accounts, its own assets and property, except if the Coordinator is a Public Body or is not entitled to do so due to statutory legislation.

7.2.2 With reference to Articles 21.2 and 21.3.2 of the Grant Agreement, no Party shall before the end of the Action receive more than its allocated share of the maximum grant amount from which the amounts retained by the Funding Authority for the Guarantee Fund and for the final payment have been deducted.

7.2.3 The payment schedule, which contains the transfer of pre-financing and interim payments to Parties, will be handled according to the following:

- Funding of costs will be included in the Action Plan and will be paid to the Parties after receipt from the Funding Authority without undue delay and in conformity with the provisions of the GA. Costs accepted by the Funding Authority will be paid to the Party concerned.
- The Coordinator is entitled to withhold any payments due to a Defaulting Party or to a beneficiary which has not yet signed this CA.

7.2.4 The Coordinator is entitled to recover any payments already paid to a Defaulting Party. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority.

Section 8: Results

The rules regarding ownership of Results are set out in Grant Agreement Chapter 4 Section 3. They shall apply with the following additions:

Results are owned by the Party that generates them. In case results are generated by more than one Party, then joint ownership applies.

8.1 Joint ownership

In case of joint ownership of Results, unless otherwise agreed, each of the joint owners shall be entitled to use their jointly owned Results free of charge, and without requiring the prior consent of the other jointowner(s) for their own direct use only.

Unless a jointownership agreement is concluded, each of the joint owners shall **not** be entitled to grant licenses or transfer Results to any third party without previous written consent of all other jointowners. Fair and reasonable compensation must be provided to the other joint-owners. For the avoidance of doubt 'fair and reasonable' may mean free of charge.

8.2 Transfer of Results

Each Party may transfer ownership of its own Results in all or in part following the procedures of the Grant Agreement Article 30.

It may identify specific third parties it intends to transfer the ownership of its Results to in Attachment 3 to this Consortium Agreement.

The other Parties hereby waive their right to object to a transfer to listed third parties according to the Grant Agreement Article 30.1.

The transferring Party shall, however, at the time of the transfer, notify the other Parties of such transfer and shall ensure that the rights of the other Parties will not be affected by such transfer.

Any addition to Attachment 3 after signature of this Agreement requires a decision of the Steering Committee.

The Parties recognize that in the framework of a merger or an acquisition of an important part of its assets, a Party may be subject to confidentiality obligations which prevent it from giving prior notice for the transfer as foreseen in the Grant Agreement Article 30.1.

8.3 Dissemination of Results

8.3.1 Publication

Dissemination activities including but not restricted to publications and presentations shall be governed by Article 29 of the Grant Agreement and Article 8.2.1 of the Implementation Agreement.

8.3.2 Publication of another Party's Results or Background

For the avoidance of doubt, a Party shall not publish Results or Background of another Party, even if such Results or Background is amalgamated with Party's Results, without the other Party's prior written approval.

8.3.3 Use of names, logos or trademarks

The Parties confer the rights to use the name of the Parties or their logos only in project publicity, project advertising, project dissemination and training activities. The Party may forbid in writing the use of the name of the said Party and its logos or trademarks for the above mentioned purposes.

8.3.4 Contributions to Standards

Except as explicitly provided in Annex 1 (Description of the action) of the GA, or as otherwise stated in an Attachment to this CA, no Party shall have any obligation pursuant to this CA to make any contribution for incorporation of its own Result, in any European or other standards.

No Party shall have the right to contribute to a standard or allow the contribution to a standard of any data which constitutes Result, Background or Confidential Information of another Party, even where such data is amalgamated with such first Party's Result, Background, or Confidential Information or other information, document or material.

Any use of the project results for European or other standards is subject of approval of the Project Steering Committee including definition of next steps and procedures proposed by the Project Management Committee.

Section 9: Access Rights

9.1. Background included: "Positive List"

9.1.1 Each Party identifies in Attachment 1A references to its Background to which it will grant Access Rights for the implementation of the Action or Exploitation of any Results. In addition, each Party may, during the term of the Action, add into Attachment "1A" a reference to any of its Background not yet so listed.

9.1.2 Notwithstanding anything else in this CA, there shall be no obligation to grant, and no right to be granted, Access Rights to any Background that is not listed as included in Attachment 1A to this CA ("Unlisted Background"). Each Party agrees not to use, in the implementation of the Action, any Unlisted Background, if such use would result in such Unlisted Background being Needed by any other Party for implementation of the Action or Exploitation of Results. However, if a Party uses Unlisted Background held by it in a manner that such Unlisted Background becomes Needed by any other Party for the implementation of the Action or Exploitation of any Results, then such Unlisted Background shall be deemed not to be excluded from obligations to grant Access Rights in accordance with the GA and this CA and shall be deemed included in Attachment 1A.

Party may decide to withdraw Background from Attachment 1A provided that:

- such Party provides the other Parties with a prior written notice to that effect,
- the Background has not yet been used by one of the Parties and/or is not planned to be used.

9.1.3 Regarding Unlisted Background, the following shall apply:

a) In deviation to Section 9.1.2 of this CA, if Unlisted Background includes all or part of a commercially available product of a Party or of a third party, the terms and provisions governing the access to and use of such commercially available product shall be the prevailing terms.

b) In deviation to Section 9.1.2 of this CA, if the terms under the GA and/or this CA regarding Access Rights to Background are in conflict with the terms of a pre-existing agreement between the owning Party and a Party or a third party, the terms and provisions of the pre-existing agreement shall be the prevailing terms.

c) Notwithstanding Section 9.1.2 of this CA, if for Unlisted Background the grant of Access Rights under the GA and/or this CA would require any form of consent of or compensation to a Party or a third party, such Unlisted Background is deemed to remain not listed as included in Attachment 1A.

d) Notwithstanding Section 9.1.2 of this CA, if Unlisted Background is or at any time becomes essential to a standard adopted by a standard setting body, the terms and provisions governing the access to such Unlisted Background via the standard shall be the prevailing terms.

9.2. General Principles

9.2.1 Subject to Section 9.1 of this CA and as provided in Article 25 (Access Rights to background) of the Grant Agreement, Parties shall use reasonable efforts to inform each other before signature of the GA of any limitation affecting the granting of Access Rights to their Background. Parties also shall inform each other as soon as possible of any other restriction which might substantially affect the granting of Access Rights. If the Project Steering Committee considers that the restrictions mentioned in Section 9.1 of this CA have such significant impact, and such restrictions are not foreseen in the Action Plan, it may decide to update the Action Plan accordingly.

9.2.2 For the sake of clarity, any Access Rights granted under this Agreement expressly exclude any rights to grant sub-licences, unless expressly stated otherwise in this CA or agreed in writing between the Parties concerned.

9.2.3 Save in exceptional circumstances, the granting of Access Rights shall be free of any administrative transfer costs. Any and all Access Rights granted under this CA shall be granted on a non-exclusive, non-transferable and worldwide basis, if not otherwise agreed in writing by the Parties concerned.

9.2.4 Any requests for receiving Access Rights to be granted under this CA shall be made within sixty (60) months after the period of the Action set out in Article 3 of the Grant Agreement.

9.2.5 Results and/or Background shall be used by the non-owning Party only for the purposes for which Access Rights to such Results and/or such Background have been granted and are subject to the conditions set forth in this CA.

9.2.6 As far as not deemed granted, including without limitation by means of this Agreement, and unless stated otherwise in Sections 9.4.1 and/or 9.4.2 of this CA, all requests for Access Rights shall be made in writing.

9.2.7 The granting of Access Rights may be made conditional on the acceptance of specific conditions aimed at ensuring that these rights will be used only for the intended purpose and that appropriate confidentiality obligations are in place.

9.2.8 Have Made Rights

Any and all Access Rights for Exploitation granted pursuant to this Agreement include the right of Indirect Utilisation as such term is defined in Section 1 of this CA.

9.2.9 Employee's Rights

In addition to the obligations pursuant to the GA, each Party shall, to the fullest extent it can lawfully do so, ensure that it can grant Access Rights and fulfil the obligations under the GA and this CA notwithstanding any rights of its employees or Subcontractors in Results so created.

9.3 Access Rights for implementation

Access Rights to Results and Background Needed for the implementation of the Action are hereby requested (in accordance with the requirements of the GA), and shall be deemed granted, as of the date of the GA entering into force, on a royalty-free basis to and by all Parties, and shall either terminate automatically upon completion of the Action or upon termination of a Party's participation in accordance with Section 9.9.2 of this CA.

9.4 Access Rights for Exploitation

9.4.1 Access Rights to all Results for Internal Research and Teaching royaltyfree; but other Access Rights to Results on Fair and Reasonable Conditions

Access Rights to Results for any other Exploitation (including as Needed for Use of own Results) shall be granted on Fair and Reasonable Conditions subject to the following:

(i) The Party requiring the grant of such Access Rights (the "Requesting Party") shall make a written request to the Party (the "Granting Party") from which it requires the Access Rights.

(ii) The written request shall identify the Results concerned.

(iii) Any such Access Rights shall only be granted upon the signature of a written agreement between the Granting Party and the Requesting Party and shall not be otherwise deemed granted.

Fair and Reasonable Conditions to the potential benefit of the Requesting Party refer to the fact that such Party and the Granting Party have collaborated in the Action to their mutual benefit. Parties of an Action shall be offered conditions which are preferable to those offered to external third parties.

9.4.2 Access Rights to Background, if Needed for Exploitation of a Party's own Results, as demonstrated to the satisfaction of the Party owning or controlling such Background shall be granted on Fair and Reasonable Conditions to be negotiated in good faith between the concerned Parties.

9.5 Access Rights for Affiliated Entities

9.5.1 Access Rights Granted to Affiliated Entities on fair and reasonable conditions.

Each Notwithstanding Article 25 and 31 of the Grant Agreement, Affiliate Entities shall enjoy Access Rights where the Party requiring Access Rights for its Affiliate Entity can show that its Affiliate Entity:

- holds the right to use the Results owned by the Party it is affiliated to; and
- Needs Access Rights in order to Use such Results; and
- is established in a Member State or an Associated Country; and
- is listed in Attachment 4 to this Consortium Agreement.

Such Access Rights shall be granted on fair and reasonable conditions and upon written bilateral agreement with the owner of the information. Affiliated Entities which obtain Access Rights shall fulfil all confidentiality and other obligations accepted by the Parties under the Grant Agreement and under this Consortium Agreement as if such Affiliated Entities were Parties.

However, a Party may refuse to grant Access Rights to another Party's Affiliated Entity if such granting is contrary to that its legitimate interests.

Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party to which it is affiliated, and shall automatically terminate upon termination of the Access Rights granted to such Party.

In the event of any change of control of an Affiliated Entity, any Access Rights granted to such former Affiliated Entity shall lapse unless agreed otherwise by the owning Party.

Further arrangements with Affiliated Entities may be negotiated in separate agreements.

9.5.2 Cessation of Affiliated Entities

a) Rights granted to Affiliated Entities

Upon any Legal Entity ceasing to be an Affiliated Entity of a Party, any Access Rights granted to such Legal Entity shall lapse, provided however that the provisions of paragraphs (A) and (B) below will apply with respect to:

(i) any Results, or Background to which such Legal Entity has been granted Access Rights pursuant to the GA and this CA; and

(ii) any Party's Confidential Information that has been used by such Legal Entity in accordance with the provisions of the GA and this CA,

and that, at the time of cessation of such Legal Entity's Affiliated Entities' status, has been:

- incorporated into the products, processes or services of such entity (hereinafter referred to as "**Products, Processes and Services**"); or
- amalgamated with such Legal Entity's own information.

(A) With respect to such Confidential Information: such Legal Entity may continue to use the Confidential Information in its Products, Processes and Services in a manner in which the Confidential Information was being used prior to the time of cessation of such Legal Entity's Affiliated Entity status.

(B) With respect to such Background, and Results other than Confidential Information: at the request of such Legal Entity, the Parties shall grant non-exclusive licenses to such Legal Entity under such Background, and Results for use in such Legal Entity's Products, Processes and Services on the same terms and conditions as the corresponding Access

Rights granted in accordance with the GA and this CA to the Party of which such Legal Entity was an Affiliated Entity, provided that no commercial interest of such Parties opposes the grant of such licenses.

b) Rights granted by Affiliated Entities

Upon any Legal Entity ceasing to be an Affiliated Entity of a Party, the licenses or user rights previously granted by such Legal Entity to any Party and/or its Affiliated Entities under or in respect of Background, or Results shall continue in full force and effect.

9.6 Additional Access Rights

For the avoidance of doubt, any grant of Access Rights not covered by the GA or this CA shall be at the absolute discretion of the owning Party and subject to such terms and conditions as may be negotiated and ultimately agreed between the owning and a receiving Party(ies).

9.7 Inability to grant Access Rights due to third party rights

When a Party is unable, because of third party rights, to grant Access Rights to its own Background, it will notify the other Parties as set out in Section 9.2.1 of this CA.

9.8 Access Rights to third parties

Subject to obligations in relation to Confidential Information but notwithstanding anything else in this CA, each Party may enter into a technical co-operation or licensing arrangement with a third party in respect of its own Results even if there are minor amounts of Results owned by another Party, or even of Background (associated with that other Party's Result), unavoidably incorporated into or amalgamated with such own Result. In such circumstances, and upon request of the Party entering the co-operation or arrangement, the other Party shall grant non-exclusive rights to permit such co-operation or arrangement against terms and conditions to be agreed, provided such grant does not adversely affect a legitimate interest of the other Party.

9.9 Access Rights for Parties entering or leaving the Consortium

9.9.1 New Parties entering the Consortium

As regards to Results generated by any Party before the Accession Date of a new Party, said new Party will be granted Access Rights to such Results as of the Accession Date by said new Party under the same terms and condition as any other Party to this CA.

Access Rights to Results generated before the Accession Date of the new Party shall be granted to said new Party as if such Results were Background and under the terms and conditions associated to Background as set forth under Sections 9.3 and 9.4.2 of this CA.

The new Party is hereby deemed a third party in respect of any Confidential Information disclosed by a Party with respect to whom this CA has been terminated for any reasons other than any breach of such Party's obligations under this CA, at an effective date prior to the Accession Date of said new Party, unless otherwise provided in writing by the Party with respect to whom this CA has been terminated.

9.9.2 Parties leaving the Consortium

9.9.2.1 Access Rights granted to a leaving Non-Defaulting Party

The obligations contained in this CA on Access Rights to Results and Background Needed for the Exploitation of a Party's Results, granted or to be granted by Parties shall apply in respect of a leaving Party up and until the effective date of the termination of such leaving Party's participation in this CA shall continue in effect.

Notwithstanding anything to the contrary in this CA, a leaving Party is entitled to request Access Rights for Exploitation of its Results under the terms set forth in this CA up to one year following termination of such leaving Party's participation in the Action.

9.9.2.2 Access Rights granted to a leaving Defaulting Party

Any and all Access Rights granted to a Defaulting Party and such Party's right to request Access Rights shall cease immediately upon receipt by the Defaulting Party of the formal notice of the decision of the Project Steering Committee to terminate its participation in the Consortium.

A Defaulting Party shall continue to grant Access Rights pursuant to the GA and this CA in respect of its Background; and Results existing at the time of such termination as prescribed in the present CA.

A Defaulting Party shall immediately return any and all other Party's materials, equipment, and any other element that can be requested by a Party (including without limitation Confidential Information capable of being return) in its possession at its own cost.

9.10 Specific provisions on Software

9.10.1 Specific Provisions for Access Rights to Software

For the avoidance of doubt, the general provisions for Access Rights provided for in this Section 9 of this CA are applicable also to Software as far as not modified by this Section 9.10.

9.10.2 Parties' Access Rights to Software do not include any right to receive i) Source Code, or ii) Object Code ported to a certain hardware platform, or iii) any right to receive Source Code, Object Code or respective Software Documentation in any particular form or detail, but only as available from the Party granting the such Access Rights.

Section 10: Nondisclosure of Confidential Information

10.1 All information in whatever form or mode of communication, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Action during its implementation and which has been explicitly marked as "confidential" or "secret" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 30 calendar days from oral disclosure at the latest as Confidential Information by the Disclosing Party, is "Confidential Information".

10.2 The Recipient hereby undertakes, for a period of 10 years after the end of the Action:

- a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- b) not to disclose Confidential Information to any third party without the prior written consent by the Disclosing Party.
- c) to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care); and
- d) to ensure that internal distribution of Confidential Information by a Recipient, its Affiliated Entities and Subcontractors shall take place on a need-to-know basis.;
- e) To return to the Disclosing Party on demand all Confidential Information which has been supplied to the Recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the Recipients may however request to keep a copy for archival purposes only. However, Recipients, which are public institutes may keep a copy of Confidential Information if and to the extent such information shall be kept according to mandatory national laws and regulations.

The Recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the Project and/or after the termination of employment.

10.3 The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

- (a) the Confidential Information has become publicly available by means other than a breach of the Recipient's confidentiality obligations;
- (b) the Disclosing Party has informed the Recipient that the Confidential Information is no longer confidential;
- (c) the Confidential Information has been communicated to the Recipient without any obligation of confidence by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
- (d) the Confidential Information was developed by the Recipient completely independently of any such disclosure by the Disclosing Party; or
- (e) the Confidential Information was already known to the Recipient prior to disclosure without any obligation of confidence to the Disclosing Party or
- (f) The disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement or

(g) the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provisions of Section 10.5 hereunder.

10.4 Each Recipient shall promptly advise the Disclosing Party in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware thereof.

10.5 If any Recipient becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure (i) notify the Disclosing Party, and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the Confidential Information.

10.6 It is understood and acknowledged by the Parties that the disclosure of Confidential Information doesn't mean any transfer of or change in the ownership to such information.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This CA consists of this core text and:

- Attachment 1 (Background included (1A))
- Attachment 2 (Declaration of Accession)
- Attachment 3 (List of Third Parties for transfer according to Section 8.2 of this CA)
- Attachment 4 (Identified Affiliated Entities)

In case the terms of this CA are in conflict with the mandatory terms of the GA, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this CA, the latter shall prevail.

Should any provision of this CA become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this CA. In such a case, the Parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

11.2 No representation, partnership or agency

No Party shall be entitled to act or to make legally binding declarations on behalf of any other Party or of the Consortium. Nothing in this CA shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the Parties.

11.3 Notices and other communication

Any notice to be given under this CA shall be in writing to the addresses and recipients as listed in the most current address list kept by the Coordinator.

(a) Formal notices:

If it is required in this CA (Sections 4.2, 9.9.2.2, and 11.4 of this CA) that a formal notice, consent or approval shall be given, such notice shall be signed by an authorised representative of a Party and shall either be served personally or sent by mail with recorded delivery or telefax with receipt acknowledgement.

(b) Other communication:

Other communication between the Parties may also be effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

Any change of persons or contact details shall be notified immediately by the respective Party to the Project Coordinator. The address list shall be accessible to all concerned.

11.4 Assignment and amendments

Except as set out in Section 8.3 of this CA, no rights or obligations of the Parties arising from this CA may be assigned or transferred, in whole or in part, to any third party, other than to Affiliated Entities, without the other Parties' prior formal approval.

Amendments and modifications to the text of this CA requires a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

Nothing in this CA shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

11.6 Language

This CA is drawn up in English, which language shall govern all documents, notices, meetings, court/arbitral proceedings and processes relative thereto.

11.7 Applicable law

This CA shall be construed in accordance with and governed by the laws of Belgium excluding its conflict of law provisions.

11.8 Settlement of disputes

11.8.1 The Parties shall reasonably endeavour to settle their disputes amicably. If, however, no settlement of any dispute under this CA has been possible to achieve, after the Parties' reasonable endeavours to settle such dispute(s) amicably, the provisions of Section 11.8.2 of this CA shall be applicable to any such dispute's settlement.

11.8.2 ICC Arbitration

All disputes directly arising under this CA (other than disputes relating to the infringement and/or validity of IPR which shall be the exclusive jurisdiction of the competent court), which cannot be settled amicably, shall be settled under the rules of arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules of arbitration.

The foregoing shall be without prejudice to the right of any Part to seek injunctive relief or other equitable compensation before any court in any place where any unauthorized use of its Intellectual Property Rights or Confidential Information occurs or threatens to occur.

Section 12: Signatures

AS WITNESS:

The Parties have caused this CA to be duly signed by the undersigned authorised representatives in separate signature pages the day and year first above written.

(1) **Instytut Lotnictwa**

Signature:



Witold WIŚNIEWSKI

General Director

(2) Výzkumný a zkušební letecký ústav, a. s.

Signature:



Josef KASPAR

Chairman of the Board

Signature



Viktor KUČERA

Vice-chairman of the Board

(3) LA composite, s.r.o.

Signature:

Zbyněk ZAVADIL

Managing Director



Attachment 1A: Background included

Name of the Party: Výzkumný a zkušební letecký ústav, a.s.	
Owner	Výzkumný a zkušební letecký ústav, a.s.
Nature	Material solution based on geopolymers
Registration / protection	Industry restricted
Description / Title	Geopolymer resin GPL 30 – special resin formulations
Access conditions for carrying out the FRC Activities/task under the FRC Limitations	The GPL 30 resin formulation will not be disclosed to any project participant.

Name of the Party: Výzkumný a zkušební letecký ústav, a.s.	
Owner	Výzkumný a zkušební letecký ústav, a.s.
Nature	Manufacturing technology for special composite geopolymers
Registration / protection	Industry restricted
Description / Title	Specific manufacture technology for GPL 30 geopolymer resin
Access conditions for carrying out the FRC Activities/task under the FRC Limitations	The production technology for GPL 30 resin will not be disclosed to any project participant.

Name of the Party: Výzkumný a zkušební letecký ústav, a.s.	
Owner	Výzkumný a zkušební letecký ústav, a.s.
Nature	Birds strike numerical model set-up
Registration / protection	Industry, academic and research restricted
Description / Title	Definition and parameters of numerical model of impactor for simulation of real bird and set up of explicit analysis. The protected parameters are value of material model of bird, SPH (Smoothed particle hydrodynamics) element set-up and definition of interaction e.g. contact parameters, damping etc. between model of bird and calculated body based on experience and test verified methodology in VZLU.
Access conditions for carrying out the FRC Activities/task under the FRC Limitations	The bird model and set-up of explicit solver will not be disclosed to any project participant. The global FE model with boundary condition will be provided.



Attachment 2: Declaration of Accession

DECLARATION OF ACCESSION

of a new Party to

[Acronym of the Action]

GA No [INSERT NUMBER] Dated [INSERT DATE]

CA, dated [INSERT DATE]

[OFFICIAL NAME OF THE NEW PARTY AS IDENTIFIED IN THE Grant Agreement]

Hereby consents to become a Party to the CA identified above and accepts all the rights and obligations of a Party starting [date] the Accession Date.

[OFFICIAL NAME OF THE COORDINATOR AS IDENTIFIED IN THE Grant Agreement]

hereby certifies that the Consortium has accepted in the meeting held on [date] the accession of [the name of the new Party] to the Consortium starting [date].

This Accession document has been done in 2 originals to be duly signed by the undersigned authorised representatives.

[Date and Place]

[INSERT NAME OF THE NEW PARTY]

Signature(s)

Name(s)

Title(s)

[Date and Place]

[INSERT NAME OF THE COORDINATOR]

Signature(s)

Name(s)

Title(s)

Attachment 3: List of Third Parties for transfer according to Section 8.2. of this CA

Attachment 4: List of any additional Affiliated Entity pursuant to Article 1's definition of Affiliated Entity