



MODEL PROJECT CONSORTIUM AGREEMENT

FOR RESEARCH, DEVELOPMENT AND INNOVATION ACTIONS

FUNDED BY THE
ECSEL JOINT UNDERTAKING

BETWEEN:

1) INFINEON TECHNOLOGIES AG (IFAG)

the “Coordinator”

- 2) NXP SEMICONDUCTORS GERMANY GMBH
- 3) MERCEDES-BENZ AG
- 4) AI DIGITAL SOLUTIONS GMBH
- 5) FRAUNHOFER GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V. acting as legal entity for and on behalf of its Fraunhofer institutes IISB and HHI
- 6) HOCHSCHULE OFFENBURG
- 7) INSTITUT FUR DIGITALISIERUNG DER DINGE DIGITHINX GMBH
- 8) OSTBAYERISCHE TECHNISCHE HOCHSCHULE AMBERG-WEIDEN
- 9) TECHNISCHE UNIVERSITAET DRESDEN
- 10) ZF FRIEDRICHSHAFEN AG
- 11) TECHNISCHE UNIVERSITAT DORTMUND
- 12) EMO BIKE GMBH & CO. KG
- 13) AVL LIST GMBH
- 14) INFINEON TECHNOLOGIES AUSTRIA AG
- 15) TTTECH AUTO AG
- 16) VIRTUAL VEHICLE RESEARCH GMBH
- 17) AIT AUSTRIAN INSTITUTE OF TECHNOLOGY GMBH
- 18) TECHNISCHE UNIVERSITAET GRAZ
- 19) TECHNISCHE UNIVERSITAET WIEN
- 20) SINTEF AS, by its institute SINTEF Digital
- 21) PAXSTER AS
- 22) NXTECH AS
- 23) INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM vzw (IMEC)
- 24) VYSOKE UCENI TECHNICKE V BRNE
- 25) INSTITUT MIKROELEKTRONICKYCH APLIKACI S.R.O.
- 26) IDEAS & MOTION SRL
- 27) INFINEON TECHNOLOGIES ITALIA SRL
- 28) VEM SOLUTIONS S.P.A.
- 29) POLITECNICO DI TORINO
- 30) UNIVERSITA DEGLI STUDI DI MODENA E REGGIO EMILIA
- 31) BYLOGIX SRL
- 32) SLEEP ADVICE TECHNOLOGIES SRL

- 33) WATERVIEW SRL
- 34) INNATERA NANOSYSTEMS BV
- 35) TECHNISCHE UNIVERSITEIT DELFT
- 36) NXP SEMICONDUCTORS NETHERLANDS BV
- 37) UAB TERAGLOBUS
- 38) VILNIAUS GEDIMINO TECHNIKOS UNIVERSITETAS
- 39) ELEKTRONIKAS UN DATORZINATNU INSTITUTS
- 40) TERAGLOBUS LATVIA SIA
- 41) INFINEON TECHNOLOGIES INDIA PRIVATE LIMITED

hereinafter, jointly or individually, referred to as “Parties” or “Party”

relating to the research project entitled:

Automotive Intelligence for Connected Shared Mobility

in short:

AI4CSM

hereinafter referred to as the “**Action**”

WHEREAS

- The ECSEL Joint Undertaking is a partnership between the private and the public sectors for electronic components and systems. It is established within the meaning of Article 187 of the Treaty on the Functioning of the European Union for the implementation of the Joint Technology Initiative on 'Electronic Components and Systems for European Leadership' for a period up to 31 December 2024.
- The ECSEL Joint Undertaking has been established by COUNCIL REGULATION (EU) No 561/2014 of 6 May 2014 (the “**Council Regulation**”). With a view to ECSEL rules for participation and dissemination, Art. 17 of said Regulation stipulates that Regulation (EU) No 1290/2013 shall apply to the actions funded by the ECSEL Joint Undertaking.
- Consequently, this Project Consortium Agreement is based upon REGULATION (EU) No 561/2014 establishing the ECSEL Joint Undertaking in connection with 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 1st of May 2021, (hereinafter referred to as the “**Effective Date**”).
- The Parties have submitted a proposal for the Action to the ECSEL Joint Undertaking acting as the Funding Authority.
- The Parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the Rules, as well as 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 herein and when not defined herein, in the Grant Agreement including its Annexes and finally in the Rules

1.2 Additional Definitions

Access Rights means rights to implement and/or Exploit Results or Background under the terms and conditions laid down in the Rules, the Grant Agreement and this PCA.

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

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 funding by the Funding Authorities as set out in the GA, unless otherwise agreed by all Parties.

AENEAS means the French association with registered office at 44 rue Cambronne, 75015, Paris – France.

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;

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.

Applicable Law means the law applicable to this PCA as determined in Section 11.8

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.

ARTEMIS-IA means the Dutch association with registered office at High Tech Campus 69, 5656 AG, Eindhoven.

"Background" means any and all, data, information, know-how and/or IPRs that is/are: F

- (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 in either way i) and ii) solely to the extent that such data, information, know-how and/or IPRs are introduced into the Action by the owning Party.

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

Consortium means the Parties to this Agreement at any point in time.

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

Controlled License Terms means terms in any license 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 royalty-free 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 license relating to the Work or Derivative Work be granted to any third party.
- d) Third parties must be provided with the required authorization keys for the installation of such Software; and/or
- e) Certain instructions or documents must be included in the related product documentation and/or other materials that are provided with the Software.

Controlled License Terms Licenses include, for example, the "Berkeley Software Distribution License" (BSD License) and the versions of the "GNU General Public License" (GPL) and the "GNU Lesser General Public License" (LGPL)."

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

Coordinator means the Party first mentioned above, which is identified as such.

Council Regulation has the meaning attributed to it in the second preamble.

Declaration of Accession means a declaration, in the form provided for in **Attachment 2** to this PCA, signed by a new Party in order to join the Action and this PCA as a Party.

Defaulting Party means a Party which the General Assembly has identified to be in substantial breach of this PCA and/or the GA as specified in Section 4.2 of this PCA.

Dissemination means the public disclosure of the Results by any appropriate means (other than resulting from protecting or Exploiting the Results), including by scientific publications in any medium.

Effective Date has the meaning attributed to it in the third preamble.

EPoSS means the European Technology Platform on Smart Systems Integration, with registered office at steinplatz 1, 10623, Berlin, Germany.

Exploitation or **Exploit** means the direct or indirect use of Background and/or 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 it in the definition of **Fair and Reasonable Conditions** in the GA, namely, expressed in the terminology of this PCA: "appropriate conditions including possible financial terms or royalty-free 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, as well as the extent to which a Party desiring Access Rights has cooperated in the Action with the Party, granting the Access Right, to their mutual benefit"; 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 PCA, were not reasonably foreseeable at the time of signing of this PCA, 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, epidemics and pandemics

Funding Authority means the ECSEL Joint Undertaking.

General Assembly has the meaning attributed to it in Section 6.3.1.1.

Grant Agreement or **GA** means the written agreement between the Parties and the ECSEL Joint Undertaking 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 a third party making or providing, only for the account of and for the use, sale or other disposal by a Party and its Affiliated Entities, products and/or services while making use of Background or Results.

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.

Legitimate Interest means a Party's interest of any kind, in particular an academic or commercial interest, that may be claimed in the cases provided for in this PCA such as : (i) for protection the Party must show that failure to take account of its interest would result in its suffering disproportionately harm, (ii) for Dissemination the Party has to state and show that its legitimate interests in relations to its Results or Background could suffer disproportionately harm; (iii) for the granting of Access Rights to Background a Party must show that granting such Access Rights would result in it suffering disproportionately harm.

Legal Entity means any natural person, or any legal person created and recognised as such under national law, Union law or international law, which has legal personality and which may, acting in its own name, exercise rights and be subject to obligations.

Member means any Party that is a member of a Consortium Body.

National Funding Authority or **NFA** means any public authority of a country, that co-funds one or more of the Parties hereto in the Action, independent from the Funding Authority,

National Grant Agreement means an agreement or other legally binding arrangement, in force and applicable between an NFA and one or more Parties hereto, in which funding for the Action is granted to this Party, or these Parties, by such NFA.

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/or this PCA;
- b) where Confidential Information is concerned, only Confidential Information which has been disclosed during the Action, except as otherwise agreed between the Parties.

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

Project Consortium Agreement or **PCA** means this agreement, including all Annexes attached hereto.

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.

Rules has the meaning attributed to it in the third preamble.

Steering Board/Committee means the Consortium Body established in accordance with Section 6.3.2 of this PCA.

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.

Section 2: Purpose

The purpose of this PCA 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) A Legal Entity becomes a Party to this PCA upon signature of this PCA by one or more duly authorised representative(s) of such entity.
- (b) This PCA shall have effect from the Effective Date.

After the Effective Date a Legal Entity becomes a Party to the PCA, subject to the approval of the General Assembly, upon signature of the Declaration of Accession (Attachment 2) by one or more authorised 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 PCA shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties under the GA and under this PCA.

However, this PCA or the participation of one or more Parties to it may be terminated (a) by a non-Defaulting Party to the coordinator upon the mutual written consent of the Parties and subject without limitation to Sections 3.3, 4.1 and 9.9.2.1 of this PCA; (b) for a Defaulting Party upon a decision by the General Assembly in accordance with Sections 4.2 and 6.3.1.2 subject, and without limitation to, Sections 3.3, 4.2 and 9.8.2.2 of this PCA and (c) by the mutual written consent of all of the Parties on the termination of this PCA for all Parties, on terms to be agreed and subject to consent of the Funding Authorities. 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 PCA 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 PCA.

The termination of the participation of a Party shall not affect this PCA for the remaining Parties. The consortium and the Action continue in such case.

3.3 Survival of rights and obligations

All provisions of this PCA which by nature should survive the termination of this PCA 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 PCA.

Termination shall not affect any rights or obligations of a Party leaving the Consortium incurred prior to the date of termination of this PCA, unless otherwise agreed between the General Assembly 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, even after changes in its structure, if any, have occurred, all of its obligations under the GA and this PCA as may be reasonably required from it and in a manner of good faith, whether or not as prescribed by Applicable 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 requests termination of 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 PCA or the GA (e.g. the improper implementation of the Action), the Coordinator or, if the Coordinator is the Party in substantial breach of its obligations, a Party appointed by the General Assembly to that purpose, will, unless the breach is not capable of remedy, give formal notice to such Party in breach requiring that such substantial breach must be remedied within 30 calendar days from the date of receipt of the written notice by the Party.

If such substantial breach is not remedied within that period or is not capable of remedy, the General Assembly may decide to (i) declare the Party to be a Defaulting Party and may make reasonable proposals on the

consequences thereof which may include termination of its participation in accordance with provisions of Section 6.3.1.2 of this PCA and article 50.2 of the Grant Agreement.

4.3 Involvement of Subcontractors and third parties

A Party that involves a Subcontractor or otherwise involves third parties in the Action remains liable for carrying out its relevant part of the Action and for such Subcontractors' and Third Party's compliance with the provisions of this PCA and of the GA. It shall further be liable to ensure that the involvement of third parties and Subcontractor does not affect the rights and obligations of the other Parties under this PCA and the GA. A Party involving a Subcontractor and third parties in the execution of the Action, shall ensure, and procure from the Subcontractor and third parties concerned to obtain all necessary rights (transfer, licenses or other) from the third parties in order to be able to respect its obligations as if those Results were generated by the Party itself, that any Results generated by such Subcontractor and third parties in the execution of the Action shall be fully owned by the Party having involved such Subcontractor or third parties.

4.4 Access Rights by Affiliated Entities

In case an Affiliated Entity of a Party own Background or, in accordance with Section 8.3.1, owns Results, the relevant Party shall ensure that such Affiliated Entity will grant Access Rights to such Background or Results to the other Parties, as if it were a Party to this PCA.

Section 5: Liability towards each other

Section 6: Governance structure

6.1 General structure

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

6.1.1 General Assembly as the ultimate decision-making Consortium Body.

6.1.2 Steering Board as the supervisory Consortium Body for the implementation of the Action which shall report to and be accountable to the General Assembly.

6.1.3 The Coordinator is the Legal Entity 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 PCA.

6.2 General operational procedures for all Consortium Bodies

6.2.1 Representation in meetings

Any Members:

- should be represented at any meeting of the General Assembly
- may appoint a substitute through a proxy to attend and vote at any meeting on the Member's behalf; and
- shall participate in a co-operative manner in the meetings.

The Parties shall use reasonable endeavours to maintain their representation in the Consortium Bodies.

6.2.2 Preparation and organisation of meetings

6.2.2.1 Convening meetings

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

	Ordinary meeting	Extraordinary meeting
General Assembly	At least once a year	At any time upon written request of majority of the Steering Board/Committee members or 1/3 of the General Assembly Members
Steering Board/Committee	At least quarterly	At any time upon written request of any Steering Board/Committee Member

6.2.2.2 Notice of a General Assembly meeting

The chairperson of the General Assembly shall give notice in writing of a meeting and provide the agenda for such meeting to each General Assembly Member as soon as possible and no later than 21 calendar days, or if it concerns an extraordinary meeting, 10 calendar days, prior to such meeting.

6.2.2.3 Notice of a Steering Board Meeting

The chairperson of a Steering **Board/Committee** Meeting shall give notice in writing of a meeting and provide the agenda for such meeting to each Steering **Board/Committee** Member as soon as possible and no later than 21 calendar days prior to such meeting. For the avoidance of doubt, in case of virtual meetings, the chairperson of a Steering Board/Committee Meeting shall give notice no later than 5 working days prior to such meeting.

6.2.2.4 Adding agenda items

Any Member of a Consortium Body may, during the meeting, add an item to the original agenda provided all Members of a Consortium Body are present and a majority of two thirds of the Members agree to add such agenda item

6.2.2.5 Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document setting out the decisions being requested, 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 but such deadline shall be at least ten (10) calendar days after such document is sent.

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

6.2.3. Voting rules and quorum

6.2.3.1 Each Consortium Body shall not deliberate and decide validly unless two-thirds (2/3) of the Members of that Consortium Body are present or represented by proxy (quorum).

If the quorum is not reached, the chairperson of the Consortium Body shall promptly convene another meeting within 15 calendar days. If in this second meeting the quorum is not reached than this second meeting shall nevertheless be entitled to decide.

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

6.2.3.3 Defaulting Parties may not vote.

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 significantly 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 reasonable 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 10 calendar days counting from the date on which the meeting was held, informing the Members within how many days, but not less than 7 calendar days, objections to the minutes, if any, must be submitted to the chairperson.

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 by email, 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 Specific operational procedures for the Consortium Bodies

6.3.1 General Assembly

In addition to the rules described in Section 6.2 above, the following rules apply:

6.3.1.1 General Assembly Members

The General Assembly shall consist of one representative of each Party (hereinafter referred to as "General Assembly Member").

Each General Assembly Member is authorised to deliberate and decide on all matters listed in Section 6.3.1.2. of this PCA.

The Coordinator shall chair all meetings of the General Assembly, unless decided otherwise in a meeting of the General Assembly.

6.3.1.2. Decisions

Decisions in the General Assembly shall be taken by a majority of two-thirds (2/3) of the votes cast, except for accession of a new party and any changes to the constitution of the Steering Board/Committee, where unanimous vote is required.

The following decisions can only be taken by the General Assembly:

- decide upon any proposal made by the Steering **Board/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;
- decide upon material changes to the Action Plan;
- decide upon proposals from the Steering **Board/Committee** for the plan for use and the Dissemination of Results, subject to the terms and conditions of the Grant Agreement and PCA;
- proposal to the Parties for modifications or withdrawals to Attachment 1;
- addition to Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2 of this CA);
- 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 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 PCA or the GA;
- declaration, remedies and termination of a Defaulting Party;
- proposals to the Funding Authority for a change of the Coordinator if a Defaulting Party is identified;
- proposals to the Funding Authority for suspension or termination of all or part of the Action; and
- the appointment of the Steering Board/Committee members, as well as members of the External Advisory Board, after suggestion from the Coordinator or from other member of the Steering Board/Committee.

6.3.2. Steering Board/Committee

6.3.2.1 Steering Board/Committee Members

The Steering **Board/Committee** shall consist of representatives of the Coordinator and of the Parties as agreed under the original constitution set in the Grant Agreement (hereinafter referred to as “**Steering Board/Committee Members**”). Any changes to the constitution of the Steering **Board/Committee** shall be subject to approval by the General Assembly.

The Coordinator shall chair all meetings of the Steering **Board/Committee**, unless decided otherwise by a majority of two-thirds (2/3) of the Steering **Board/Committee** Members.

A Party which is represented in more than one role of the Steering Board/Committee has just one vote.

6.3.2.2 Minutes of meetings

Minutes of Steering **Board/Committee** meetings shall be sent by the Coordinator to the General Assembly Members for information.

6.3.2.3 Tasks

6.3.2.3.1 The chairperson of the Steering **Board/Committee** shall prepare the meetings, propose decisions and prepare the proposals for the General Assembly according to Section 6.3.1.2 above.

6.3.2.3.2 It shall seek a consensus among the Steering **Board/Committee** Members and shall decide by a simple majority.

6.3.2.3.3 The Steering **Board/Committee** shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Steering **Board/Committee** shall monitor the effective and efficient implementation of the Action.

6.3.2.3.5 In addition, the Steering **Board/Committee** shall 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 General Assembly.

6.3.2.3.6 The Steering **Board/Committee** shall:

- make proposals to the General Assembly for allocation of the Action's budget in accordance with the GA, review and propose budget reallocations to the Parties;
- manage the Action;
- propose to the General Assembly procedures and tools for the marking and handling of information exchanged between Parties in the performance of the Action;
- decide upon measures in the framework of controls and audit procedures as stipulated in the Grant Agreement ;
- make technical proposals of the technical roadmaps with regard to the Action;
- propose to the General Assembly the plan for using and disseminating the Results subject to the conditions of the Grant Agreement and PCA;
- make proposals to the General Assembly that the General Assembly should serve notice on a Defaulting Party and that the General Assembly 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; and
- 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 and conditions of the PCA.

In the case of abandoned or revised tasks as a result of a decision of the General Assembly, the Steering **Board/Committee** shall advise the General Assembly on ways to rearrange tasks and budgets of the Parties concerned. Such rearrangement shall take into consideration the legitimate commitments taken prior to the decisions, which cannot be cancelled.

6.4. Coordinator

6.4.1 The Coordinator is the Legal Entity acting as the intermediary for efficient and correct communication between the Parties and the Funding Authority and shall, in addition to its responsibilities as a Party, perform all tasks assigned to it as described in the GA and in this PCA.

6.4.2 In particular, the 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 submit reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority;
- administer and prepare the minutes and provide these to the chair of the General Assembly and the Steering **Board/Committee** (in respect of providing the chair of the General Assembly and the Steering **Board/Committee**, solely if nothing is decided otherwise in accordance with Sections 6.3.1.1 and/or 6.3.2.1 of this PCA, respectively), and follow-up the decisions of the General Assembly and the Steering **Board/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 PCA;
- verify whether the Parties identified in the GA comply with the requirements to be a Party to the GA in accordance with the GA;
- promptly 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, or other justified reasons (e.g. audits);
- maintain details of approvals given in relation to material that is subject to Controlled Licence Terms; and
- maintain and on request circulate both during and for four years (after the period of the Action set out in Article 3 of the Grant Agreement) a brief annual synopsis of Exploitations as envisaged by Article 28.1 of the Grant Agreement as disclosed by the Parties to the Coordinator when requested by the Coordinator to the Parties.

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 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 Coordinator shall have no other functions unless otherwise agreed upon by the General Assembly.

6.4.5 If the Coordinator fails in its coordination tasks, the General Assembly may propose a new Coordinator to the Funding Authority.

6.5 External Advisory Board (EAB)

An External Advisory Board ("**EAB**") will be appointed by the General Assembly and steered by the Steering **Board/Committee**. The EAB shall assist and facilitate the decisions made by the General Assembly. The Coordinator is authorised to, and shall, execute on behalf of all Parties, with each member of the EAB a non-disclosure agreement, which terms shall be not less stringent than those stipulated in this PCA, no later than 30 calendar days after their nomination or before any Confidential Information will be exchanged, whichever date is earlier. The Coordinator will provide to the other Parties a scanned electronically copy of the signed non-disclosure agreement. The Coordinator shall provide each Party with a fully signed copy of the NDA executed with each External Advisory Board member. The Coordinator shall write the minutes of the EAB meetings and prepare the implementation of the EAB's suggestions. The EAB members shall be allowed to participate in General Assembly meetings upon invitation but have no voting rights.

Section 7: Financial provisions

7.1 General Principles

7.1.1 Distribution of Financial Contribution

The financial contribution of the Funding Authority to the Project shall be distributed by the Coordinator according to:

- the Consortium Plan
- the approval of reports by the Funding Authority, and
- the provisions of payment in Section 7.2.3.

A Party shall be funded only for its tasks carried out in accordance with the Consortium Plan.

7.1.2 Justifying Costs

In accordance with its own usual accounting and management principles and practices, each Party shall be solely responsible for justifying its costs with respect to the Project towards the Funding Authority. Neither the Coordinator nor any of the other Parties shall be in any way liable or responsible for such justification of costs towards the Funding Authority.

7.1.3 Funding Principles

A Party that spends less than its allocated share of the budget as set out in the Consortium Plan or – in case of reimbursement via unit costs - implements less units than foreseen in the Consortium Plan will be funded in accordance with its actual duly justified eligible costs only.

A Party that spends more than its allocated share of the budget as set out in the Consortium Plan will be funded only in respect of duly justified eligible costs up to an amount not exceeding the “Accepted EU contribution (cumulative)” in the document “Financial Situation (project overview)” provided by the Funding Authority at the Action end.

7.1.4 Return of excess payments; receipts

7.1.4.1 In any case of a Party having received excess payments, the Party has to return the relevant amount to the Coordinator without undue delay.

7.1.4.2 In case a Party earns any receipt that is deductible from the total funding as set out in the Consortium Plan, the deduction is only directed toward the Party earning such income. The other Parties' financial share of the budget shall not be affected by one Party's receipt. In case the relevant receipt is more than the allocated share of the Party as set out in the Consortium Plan, the Party shall reimburse the funding reduction suffered by other Parties.

7.1.5. 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 PCA, upon its termination bear any reasonable and justifiable additional costs occurring, as a consequence of such termination, to the other Parties in order to perform its and their tasks.

7.2. Payments

7.2.1 Payments of funding from the Funding Authority 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 financial contribution to the Action separated from its normal business accounts, its own assets and property.

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 Parties agree that distribution of payments by the Coordinator is governed by the following rules:

7.2.3.1 The Coordinator is entitled to withhold any payments except for payments which have been effectively used in the Action and have been accepted by the Funding Authority due to a Defaulting Party when this is suggested required by or agreed with the Funding Authority in accordance with the terms of the Grant Agreement, or to a beneficiary that has not yet signed this PCA.

7.2.3.1 The Coordinator is entitled to withhold any payments due to a Defaulting Party except for payments which have been effectively used in the Action and have been accepted by the Funding Authority when this is suggested required by or agreed with the Funding Authority in accordance with the terms of the Grant Agreement, or to a beneficiary that has not yet signed this PCA.

7.2.3.2 Payment procedures

a) Pre-financing: All Parties receive thirty-five percent (35%) of their own Maximum Grant Amount as Pre-financing, within thirty (30) days after the pre-financing is received from the Funding Authority and the PCA is signed by the Party. The remaining part of the pre-financing of 13,33% will be paid after the submission of the first financial statement by the Party.

b) 1st interim payment: The Coordinator uses the EU contribution in the first reporting period (RP1) as a reference for calculating the 1st interim payment to each Party for two and a half (2.5) years. The 1st interim payment = 2.5 * Accepted EU contribution in RP1 minus the amount paid with the pre-financing. With the 1st interim payment none of the Parties will receive more than 67% of the total maximum grant.

c) 2nd interim payment: The Coordinator uses the average EU contribution in the first and second reporting periods (RP1 & RP2) as a reference for calculating the payment of the 2nd interim payment to each Party for three (3) years. The 2nd interim payment = 3 * average of the accepted EU contribution in RP1 & RP2 minus the total funding amount already paid. With the 2nd interim payment none of the Parties will receive more than 85% of the total maximum amount of grant.

d) Final payment: The Coordinator will distribute the final payment in instalments. The first instalment includes the remaining amount of the funding, which will be distributed once the Coordinator receives the final payment from the Funding Authority. The following instalments include the recovered excess payments from the Parties, which will be distributed when the respective Parties have returned it to the Coordinator.

7.2.4 The Coordinator is entitled to recover any payments already paid to (i) a Defaulting Party pursuant to the applicable provisions of the Grant Agreement, except for payments which have been effectively used in the Action and have been accepted by the Funding Authority, and (ii) when a Party's total grant amount is less than payments received.

7.2.5 All payments will be affected in Euro (EUR). All and any currency exchange losses due to the lack of Euro accounts or for Parties using currencies other than euros will be at the receiving Parties expense.

Section 8: Results

Section 9: Access Rights

Section 10: Non-disclosure 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 unless nature of which or the circumstances surrounding the disclosure of which would indicate to a reasonable person that such information is not confidential, is “**Confidential Information**”.

10.2 The Recipient hereby undertakes, for a period of 5 (five) 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 disassemble, reserve assemble, reverse engineer the Confidential Information or any part of it provided by the Disclosing Party, unless it is necessary for the implementation of the Project and the Disclosing Party has agreed to it;
- c) not to disclose Confidential Information to any third party other than its Affiliated Entities and Subcontractors in a need-to-know basis, without the prior written consent by the Disclosing Party, wherein the Recipient must

ensure that an arrangement is in place prior to such disclosure that subjects the Affiliated Entities and/or Subcontractors to provisions at least as strict as provided in this Section 10;

d) 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);

e) 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; and

f) to return to the Disclosing Party or destroy on request all Confidential Information which has been supplied to or acquired by the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained. Notwithstanding the foregoing, the Recipient may retain a copy of the Discloser's Confidential Information for legal, regulatory or corporate governance purposes or stored in computer backups or similar archives, provided that the Recipient does not use the Confidential Information for any other purposes

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 hereunder;

(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 confidentiality by a third party who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality 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 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. This obligation does not alter the status of the information as a Confidential Information and it is still to be treated as confidential in regards to any other Party.

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 As far as applicable, the Parties will comply with the General Data Protection Regulation ("GDPR") of the European Parliament and of the Council or other applicable European or applicable national personal data protection laws.

In case Results contain personal data (as defined in the GDPR), except for names of employees/personnel members, the Parties will conclude a data protection agreement before processing the personal data. In the absence of a data protection agreement the Parties will not process personal data.

The Parties agree that personal data of employees will only be disclosed as far as it serves the implementation of the Project and / or it is required for the Exploitation of the Results outside the Project. The Parties shall ensure that the employees, sub-contractors or other third parties that are authorized to process Personal Data are subject to an enforceable obligation of confidentiality with regards to the Personal Data. The Parties shall agree on how to handle the personal data before terminating the Project activities.

Section 10a. Compliance

10a. In case of a verifiable very serious infringement by one Party of the obligation to adhere to all laws and regulations applicable to both itself and the commercial relationship with the other Parties, the other Parties have the right to immediately terminate this PCA with the infringing Party, provided that the remaining Parties agree by majority decision as per Section 6.3.1.2. The PCA will be still in existence between the remaining Parties.

Section 11: Miscellaneous

11.1 Attachments, inconsistencies and severability

This PCA consists of this core text and:

- Attachment 1 (Background included)
- Attachment 2 (Declaration of Accession)
- Attachment 3 (List of third parties for simplified transfer according to Section 8.3.2 of this PCA)
- Attachment 4 (Identified Affiliated Entities)
- Attachment 5 (URLs to Declaration of Acceptance)
- Attachment 6 (List of Material – including but not limited to Software – under Controlled License Terms for which the introduction in the Action is already approved)

In case the terms of this PCA are in conflict with the mandatory terms of the GA and/or National Grant Agreement, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this PCA, the latter shall prevail. In case the terms of any National Grant Agreement are in conflict with the terms of this PCA or the GA, the terms of the latter shall prevail.

Should any provision of this PCA become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this PCA. 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 PCA 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 PCA 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 PCA (Sections 4.2, 5.4, 9.8.2.2 of this PCA) 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 affected 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 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 PCA, no rights or obligations of the Parties arising from this PCA 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 PCA require a separate written agreement to be signed between all Parties.

11.5 Mandatory national law

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

For the avoidance of doubt: The Parties understand and agree that they have to adhere to the applicable antitrust laws. Information which is sensitive under the applicable antitrust laws shall only be exchanged if it is necessary for the performance of the tasks under this PCA and within the boundaries of antitrust laws.

11.6 Language

This PCA 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 PCA shall be construed in accordance with and governed by the laws of Belgium ("the **Applicable Law**") excluding its conflict of law's 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 PCA 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 PCA shall be applicable to any such dispute's settlement.

11.8.2 Court of Brussels

All disputes directly arising under this PCA (other than disputes relating to the infringement and/or validity of IPR which shall be to the exclusive jurisdiction of the court competent in accordance with Applicable Law), which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Brussels.

The foregoing shall be without prejudice to the right of any Party 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.

11.9 Parties having concluded a National Grant Agreement

Any Party, having concluded a National Grant Agreement with a National Funding Authority, is individually and solely liable for complying with the provisions of that National Grant Agreement. There shall be no joint and several liability of the other Parties hereto, for any obligations under any such National Grant Agreement. The definition of "Grant Agreement" in this PCA does not include any National Grant Agreements. In case of a collision between a National Grant Agreement and this PCA, the Parties shall negotiate a solution in good faith.

11.10 Export Licenses

It is the responsibility of Contract Partners to comply with all applicable export control, anti-terrorism and trade laws and regulations as well as applicable national laws, as relevant to any items or services received under this PCA.

If the delivery of items (products, software, incl. source codes, technology or technical services) under the PCA are subject to the granting of an export or import license by a government and/or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, the delivering Party may suspend its obligations and receiving Party's rights regarding such delivery until such license is granted or for the duration of such restriction and/or prohibition, respectively, and the delivering Party may even not deliver such item, without incurring any liability towards the receiving Party.

Furthermore, if an end-user statement is required, the delivering Party shall inform the receiving Party immediately thereof and the delivering Party shall provide the receiving Party with such document upon delivering Party's first written request; if an import license is required, the receiving Party shall inform the delivering Party immediately thereof and the receiving Party shall provide the delivering Party with such document as soon as it is available.

11.11. Membership of stakeholder associations involved as private members in ECSEL

Any Party which is not a member of at least one of the stakeholder associations AENEAS, ARTEMIS-IA and EPoSS, that act as the three private members of the ECSEL Joint Undertaking, should become a member of at least one of these three associations.

Section 12: Signatures

The Parties have caused this PCA to be duly signed by the undersigned authorised representatives in separate signature pages. The signature of a Party via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or a qualified electronic signature according Regulation (EU) 910/2014 (eIDAS) (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Consortium Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy. This PCA shall be binding upon all Parties who have signed it, irrespective of whether all Parties have signed it or not.

AS WITNESS: