
PROJECT CONSORTIUM AGREEMENT

FOR RESEARCH, DEVELOPMENT AND INNOVATION ACTIONS

TRANSFORM

TRUSTED EUROPEAN SIC VALUE CHAIN FOR A GREENER ECONOMY

FUNDED BY THE
ECSEL JOINT UNDERTAKING

BETWEEN:

Robert Bosch GmbH
Robert-Bosch-Platz 1
70839 Gerlingen-Schillerhöhe
Germany

the “Coordinator”

and

Soitec SA
Chemin des Franques - Parc Technologique des Fontaines
38190 Bernin
France

and

Commissariat à l’Energie Atomique et aux Energies Alternatives (« CEA »), a French state-owned research entity with a scientific, technical or industrial activity duly organised under the laws of France and having its registered office located at 25 rue Leblanc, Bâtiment « Le Ponant D » - 75015 Paris, FRANCE, declared at the Paris Register of Commerce and Trade under the following registration number: R.C.S. Paris B 775 685 019, represented by Mr François JACQ

and

STMicroelectronics S.r.l.
Via Camillo Olivetti 2
20864 Agrate Brianza
Italy

and

STMicroelectronics Silicon Carbide AB
PO BOX 734
601 16 Norkoping
Sweden

and

Semikron Elektronik GMBH & CO. KG
Sigmundstrasse 200
90431 Nürnberg
Germany

and

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V.
Hansastraße 27C
80686 München
Germany
acting as legal entity for and on behalf of its Fraunhofer institute IISB

and

Technische Universität Chemnitz
for its professorship for Power Electronics
Straße der Nationen 62
09111 Chemnitz
Germany

and

Valeo Siemens eAutomotive France SAS
14 Avenue des Béguines
95800 Cergy
France

and

Aixtron SE
Dornkaulstrasse 2
52134 Herzogenrath

Germany

and

Centrotherm International AG

Württembergischer Strasse 31

89143 Blaubeuren

Germany

and

EV Group E. Thallner GmbH

DI Erich Thallner Strasse 1

4782 St. Florian am Inn

Austria

and

Forschungs- und Entwicklungszentrum

Fachhochschule Kiel GmbH

Schwentinestrasse 24

24149 Kiel

Germany

and

Novasic SA

Savoie Technolac Arche bat 4

Allée du Lac d'Aiguebelette 17

73375 Le Bourget du Lac

France

and

Danfoss Silicon Power GmbH

Husumer Straße 251
24941 Flensburg
Germany

and

Saint-Gobain Centre de Recherches et d'Etudes Europeen « Tour Saint-Gobain »
12 place de l'Iris
92400 Courbevoie
France

and

Mersen France Gennevilliers SAS
41 Rue Jean Jaures
92230 Gennevilliers
France

and

Hochschule Hamm-Lippstadt
Marker Allee 76-78
59063 Hamm
Germany

and

Technische Universität Kaiserslautern
Gottlieb Daimler Strasse
67663 Kaiserslautern
Germany

and

High Performance Engineering Societa

a Responsabilita Limitata
Via Raimondo Dalla Costa 620
41122 Modena Mo
Italy

and

Universidad de Sevilla
CalleFernando 4
41004 Sevilla
Spain

and

Premo S.A.U.
Calle Severo Ochoa 47
29590 Malaga
Spain

and

Consorzio Nazionale Interuniversitario per la Nanoelettronica
in representation of its following members (“Linked Third Parties” as defined in the GA): Alma Mater Studiorum-
Università di Bologna, Università degli Studi di Modena e Reggio Emilia
Via Toffano 2
40125 Bologna
Italy

and

Centrale Lille Institute
Ecole Centrale de Lille
Boulevard Paul Langevin Cité Scientifique
59651 Villeneuve d Ascq
France

and

Lasertec U.S.A., Inc., Zweigniederlassung Deutschland
Waldschlösschenstrasse 1
01099 Dresden
Germany

and

Institut Mikroelektronických Aplikací S.R.O.
Na Valentince 1003/1
150 00 Praha 5 – Smíchov
Czech Republic

and

Vysoké Učení Technické v Brně
Antonínská 548/1
601 90 Brno
Czech Republic

and

Linköpings Universitet
Campus Valla
581 83 Linköping
Sweden

and

Soitec Lab
Parc Technologique des Fontaines
Chemin des Franques
38190 Bernin

France

and

Suragus GmbH
Maria Reiche Strasse 1
01109 Dresden
Germany

and

Saint-Gobain IndustrieKeramik Roedental GmbH
Oeslauer Strasse 35
96472 Rödental
Germany

and

Nano-Join GmbH
Rudower Chausee 29
12489 Berlin
Germany

and

Tplus Engineering GmbH
Steinbeisstr. 25
70771 Leinfelden-Echterdingen
Germany

and

ISLE Steuerungstechnik und Leistungselektronik GmbH
Werner-von-Siemens-Strasse 16
98693 Ilmenau
Germany

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

relating to the research project entitled:

“Trusted European SiC Value Chain for a greener Economy”

in short:

“TRANSFORM”

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. 19 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 with effect of 1 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 No. 101007237 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. If they are not defined herein, they shall have the meaning given to them in the Rules or, subsequently, in the Grant Agreement including its Annexes.

1.2. Additional Definitions

Access Rights means licenses and user rights to implement the Action and/or Exploit Results or Listed Background under the terms and conditions laid down in 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, as may be amended in accordance with this PCA from time to time.

Action Share means, for each Party, that Party's share of the maximum grant amount of the Action as initially set out in the GA, unless otherwise agreed in writing by all Parties in accordance with this PCA.

AENEAS means the French association with registered office at 9 avenue René Coty 75014 – 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 on or at any time after the Effective Date, for so long as such Control lasts; or
- (b) any other Legal Entity that is listed in Attachment 4 to this PCA 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, entitlement and/or ability to actually direct the business activities of the Legal Entity.

(and "Controlled" / "Controlling" shall be interpreted accordingly)

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

Applicable Law means the law applicable to this PCA as determined in Section 11.7

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, The Netherlands.

Background means any and all, data, information, know-how and/or IPRs - whatever its form or nature (tangible or intangible) - that is/are:

- (i) owned or controlled by a Party prior to the Effective Date; or
 - (ii) developed or acquired by a Party after the Effective Date but independently from the work of that Party in the Action,
- in each case solely to the extent that such data, information, know-how and/or IPRs are introduced into the Action by this Party.

Confidential Information means any and all information (including but not limited to technical, business and/or financial records, samples, specifications, photographs, presentations, drawings, data, know-how, prototypes or other documents), in whatever form or mode of communication, owned or controlled by the Disclosing Party and which is disclosed by the Disclosing Party to the Receiving Party in connection with the Action, in oral, written, graphic, machine recognizable (including computer programs or data bases), model or sample, or any derivation thereof, which:

- (a) has been explicitly marked or identified as "confidential", "privileged" or the like designation at the time of disclosure, or
- (b) when disclosed orally, has been identified as "confidential", "privileged", or the like designation at the time of disclosure and has been confirmed and designated as such by the Disclosing Party in writing within 10 (ten) calendar days from oral disclosure, or
- (c) is shared or downloaded through a password protected portals owned or controlled by the Disclosing Party and disclosed by the Disclosing Party to the Receiving Party; or
- (d) is hardware material that it is identified in the Action Plan and pursuant thereto must be disclosed for Implementation of the Action.

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

Consortium Bodies means each of 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; or
- (b) that permission to create modified versions or derivative works of the Work or Derivative Work be granted to any third party; or
- (c) that a royalty-free license relating to the Work or Derivative Work be granted to any third party.

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 of this PCA.

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 breach of this PCA and/or the GA as specified in Section 4.2 of this PCA.

Disclosing Party means a Party to this PCA which owns or controls Confidential Information and discloses it to another Party (and/or to other Party's Affiliated Entities) in connection with 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 preamble of this PCA.

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 Listed 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 Art. 25.2 GA, namely, expressed in the terminology of this PCA: "appropriate conditions including possible financial terms or royalty-free conditions, taking into account the specific circumstances of the request for Access Rights, for example the actual or potential value of the Results or Listed Background to which Access Rights are requested and/or the scope, duration and other 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. For Research Organizations, this necessarily means a financial compensation in case of direct or indirect industrial or commercial Exploitation.

Force Majeure means any situation or event that (i) prevents a party from fulfilling its obligations under this PCA, (ii) was an unforeseeable, exceptional situation and beyond the concerned party's control, (iii) was not due to error or negligence on its part (or on the part of third parties involved by such party in the action), and (iv) proves to be inevitable in spite of exercising all due diligence. The following cannot be invoked as force majeure: (a) any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, (b) labour disputes or strikes, or (c) financial difficulties.

Funding Authority means the ECSEL Joint Undertaking.

General Assembly means the Consortium Body established in accordance with Section 6.3.1 of this PCA.

General Assembly Member has the meaning attributed to it in Section 6.3.1.1 of this PCA.

Grant Agreement or **GA** means the written grant agreement No. 101007237 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 Exploitation by a Party and its Affiliated Entities, products and/or services provided that a substantial portion of the specifications of such products and/or services has been designated by or for such Party.

Intellectual Property Rights or **IPR(s)** means any intellectual property rights, including but not limited to: patents, patent applications and other statutory rights in inventions, whether registered or not; copyrights (including without limitation copyrights in Software); registered design rights, applications for registered design rights, unregistered design rights and other statutory rights in designs; database rights, semiconductors topography rights, and other similar or equivalent forms of statutory protection, wherever in the world arising or available, but excluding trademarks, rights in Confidential Information and/or trade secrets.

Legitimate Interest means a Party's interest of any kind, in particular a commercial or scientific 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 high level of harm, (ii) for Dissemination the Party has to state and show that its legitimate interests could suffer disproportionately great 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

- a) in respect of executing or carrying out the Action: Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient Party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.
- b) in respect of Exploitation of Results: Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of Results would be technically or legally impossible.

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 Attachments attached hereto.

Receiving Party means a Party (or a Party's Affiliated Entity, or any other Legal Entity that is approved in writing by the Disclosing Party pursuant to Section 10 of this PCA) that receives or obtains Confidential Information of another Party in connection with this PCA.

Research Organizations mean a Legal Entity that is established as a Non-Profit Organization and whose main objective is carrying out research activities, teaching or technological development. For the above purposes, Non-Profit Organization means a legal entity that is by its legal form non-profit-making and/or has a legal or statutory obligation not to distribute profits to its shareholders or individual members.

Result(s) means 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 preamble of this PCA.

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

Steering Committee Member has the meaning attributed to it in Section 6.3.2.1.

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

Software means a computer 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 organization 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 Legal Entity.
- (b) This PCA shall have effect from the Effective Date.
- (c) After the Effective Date a Legal Entity may become a new Party to the PCA, subject to the approval of the General Assembly, upon accession to the GA (in accordance with the GA) and 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) for a non-Defaulting Party by the Coordinator upon the mutual written consent of the Parties (such consent may not to be unreasonably withheld) 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 Section 4.2 and 6.3.1.2 subject, and without limitation to, Sections 3.3, 4.2 and 9.9.2.2 of this PCA;
- (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 Authority. 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 continues 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 Settlement of Disputes (Sections 11.7 and 11.8), 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 in writing between the General Assembly and the leaving Party.

3.4. Withdrawal of the participation of a Party in the PCA

The Parties agree that if a Party requests to terminate its participation in this PCA, this request will be considered as a request for termination in the GA for the Party concerned, according to article 50.2 of the GA. The provisions of the GA and of this PCA regarding termination shall apply as hereafter described:

If a Party wishes to terminate its participation in the GA and this PCA, it shall send a request in writing to the Coordinator. Such request shall fully set out the reasons for such withdrawal. The Coordinator submits the request to the competent Consortium Body and the Funding Authority. In case of one Party's withdrawal, the other Parties shall use reasonable endeavours to reach a timely agreement on how to reallocate the requesting Party's tasks under the Action Plan, and their related budget and the Funding Authority contribution, so that the overall objectives of the Action can still be met after the Party's withdrawal. The Coordinator shall promptly notify the Funding Authority, for its approval and any needed GA amendment procedure.

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 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 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 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 a reasonable period of time considering the breach (while such period shall usually be approx. thirty (30) calendar days) after receipt of the formal notice.

If such breach is substantial and is not remedied within that period, or is not capable of remedy, the General Assembly 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 in accordance with provisions of Sections 6.2.3.4. and 6.3.1.2 of this PCA and article 50.2 of the Grant Agreement. If the Coordinator is the Party declared as being a Defaulting Party, another Party appointed by the General Assembly shall proceed to the notification of the Funding Authority pursuant to Article 50.2 of the GA.

4.3. Involvement of Subcontractors or other third parties

A Party that involves a Subcontractor or any other third party in the Action remains liable for carrying out its relevant part of the Action and for such Subcontractor's or 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 any Subcontractor or third party does not affect the rights and obligations of the other Parties under this PCA and the GA. No other Party shall have any obligation towards such Subcontractor or third party unless separately agree upon in writing

A Party involving a Subcontractor or third party in the execution of the Action, shall ensure, and procure from the Subcontractor concerned, that:

- (a) any Results generated by such Subcontractor or third party in the execution of the Action shall be fully owned by the Party having involved such Subcontractor or third party, or made available to the Party in a scope that such Party is legally able to fulfil its obligations under this PCA (especially of granting Access Rights); and
- (b) no such Subcontractor or third party shall have access to the Results or Background of any other Party than the involving Party without that other Party's prior written consent (which shall not unreasonably be withheld).

4.4. Access Rights by Affiliated Entities or specific third parties

In case an Affiliated Entity of a Party, or a party identified in Attachment 3 owns Listed Background or, in accordance with Sections 8.3.1 or 8.3.2, owns Results, the relevant Party shall ensure that such Affiliated Entity or party identified in Attachment 3, as the case may be, will grant Access Rights to such Background or Results to the other Parties, as if it were a Party to this PCA.

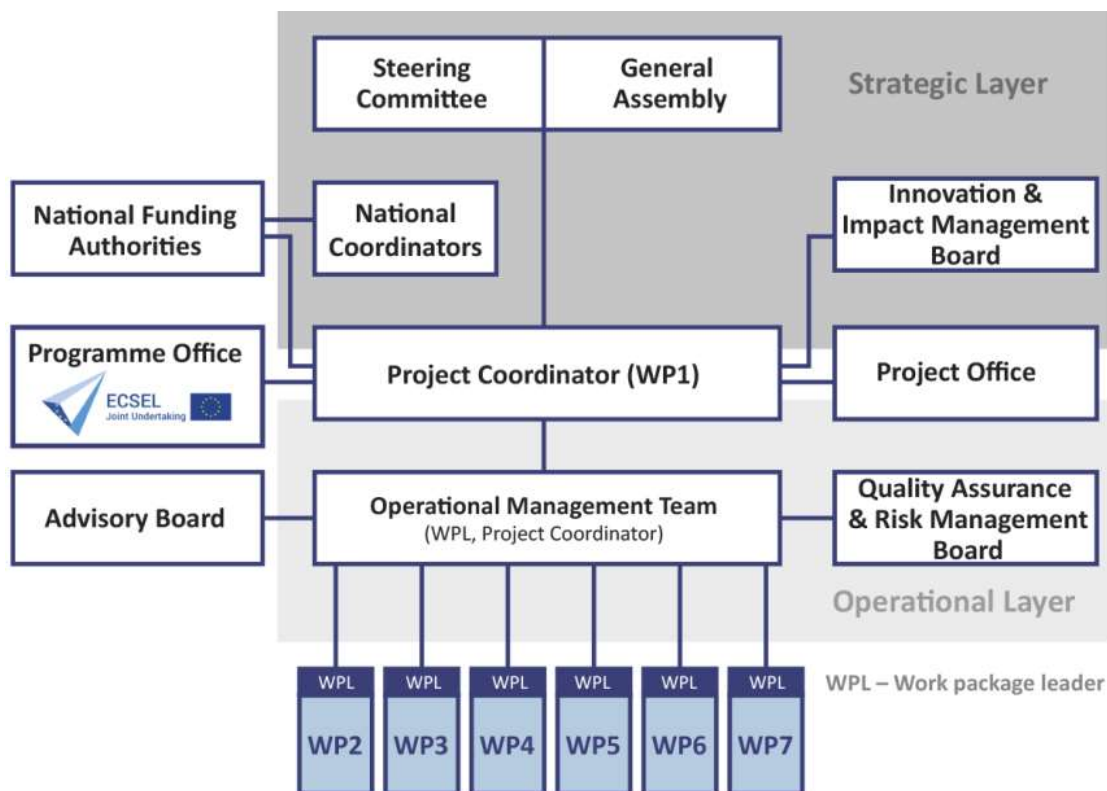
Section 5 : Liability towards each other

Section 6 Governance structure

6.1. General structure

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

- (a) **Coordinator** as 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 (including the full project proposal) and this PCA
- (b) **General Assembly** as the ultimate decision-making Consortium Body.
- (c) **Steering Committee** as the supervisory Consortium Body for the implementation of the Action which shall report to and be accountable to the General Assembly.
- (d) **Operational Management Team** (comprising the Work Package Leaders, the Coordinator, and optionally further technical experts) as the body facilitating interactions and integration between the work package and advising the Coordinator and the General Assembly.
- (e) **Advisory Board** representing the view of the end users.
- (f) **National Coordinator** ensuring the obligations towards the corresponding national contract of the partners; one (1) National Coordinator per country included in this Action should be nominated.
- (g) **Innovation & Impact Management Board (IIMB)** responsible for all innovation related tasks and will support the Coordinator in the technical and strategic orientation of the Action.
- (h) **Quality Assurance & Risk Management Board (QARMB)** responsible to review the quality of all deliverables, EC reports and external publications. The QARMB shall consist of representatives of the Parties with specific technical expertise. As an alternative to a separate board, a review structure can be built where the work package leader assigns a reviewer for the release of specific documents in agreement with the Coordinator. In case of issues related to intellectual property rights or confidentiality agreements, the QARMB (or the reviewers) will notify authors and/or the GA through the Project Office and Coordinator.
- (i) **Work Package Leaders** as responsible persons for the execution of the technical work in the individual work packages.
- (j) The **Project Office** supporting the Coordinator, the Steering Committee, the General Assembly and the Operational Management Team in monitoring the work progress and implementation of the Action Plan.



6.1.2. Consortium Bodies shall have the tasks and responsibilities as described herein, in the GA, and the full project proposal (ref. Proposal-SEP-210694635). The

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.

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 the Steering Committee or 1/3 of the General Assembly Members
Steering Committee	Usually twice a year	At any time upon written request of any Steering Committee Member

Project Office	Every two (2) weeks by teleconference	At any time by the Coordinator or upon written request of any Member of the Project Office
----------------	---------------------------------------	--

For all other Consortium Bodies, meetings shall be held as appropriate and decided by that Consortium Body and as described in the Proposal.

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 (twenty-one) calendar days, or if it concerns an extraordinary meeting, 10 (ten) calendar days, prior to such meeting.

6.2.2.3. Notice of a Steering Committee meeting and Project Office meeting

The chairperson of the Steering Committee shall give notice in writing of a meeting and provide the agenda for such meeting to each Steering Committee Member as soon as possible and no later than 21 (twenty-one) calendar days, or if it concerns an extraordinary meeting, 7 (seven) calendar days, prior to such meeting.

The ordinary meetings of the Project Office shall be conveyed according to the periodic cadence and as soon as possible and no later than 7 (seven) calendar days prior to an extraordinary meeting.

6.2.2.4. Adding agenda items

Any item requiring a decision by the General Assembly has to be identified on the agenda. Any Member of a Consortium Body may, during the meeting, add an item to the original agenda provided all Members of the concerned Consortium Body are present or represented and a majority of 2/3 (two thirds) of the Members agree to add such agenda item.

6.2.2.5. Decisions without a meeting

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body concerned a written document setting out the requested decision (including the relevant context) which is then agreed by the defined majority (see Section 6.2.3. below) of all Members of that Consortium Body. Such document shall include the deadline for responses (which shall be at least 15 (fifteen) calendar days after receipt). The decision shall be accepted if no objection is received within such deadline. The Coordinator shall inform all members of the respective Consortium Body of the result and (where applicable) the date upon which the decision becomes effective.

6.2.2.6. Meetings by teleconference

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 (included virtually present as referred to in section 6.2.2.6) or represented by proxy (quorum).

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

Unless otherwise specified in this PCA, decisions shall be taken with simple majority.

6.2.3.2. Each Member of a Consortium Body present or represented in the meeting shall have 1 (one) vote.

6.2.3.3. A Party which the General Assembly has declared according to the Section 4.2 of this PCA to be a Defaulting Parties may not vote and their vote is not counted for the determination of the quorum. The Coordinator shall not be entitled to vote, and its vote shall not be taken into consideration for the determination of the quorum, in relation with a decision proposal to change the Coordinator. A Party may not vote regarding its identification and/or its qualification as Defaulting Party, and the consequences thereof.

6.2.4. Veto rights

6.2.4.1. A Party which can show that its own work, time for performance, costs, liabilities, Confidential Information, 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. Section 6.2.3.3 of this PCA shall remain unaffected.

6.2.4.2. A Party may veto such decision within 15 (fifteen) 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 (and all decisions taken without a meeting in accordance with Section 6.2.2.5) which shall be the formal record of all decisions taken. The chairperson shall send the draft minutes to all Members within 10 (ten) calendar days counting from the date on which the meeting was held, informing the Members within how many days objections to the minutes, if any, must be submitted to the chairperson. If no such deadline is specified, the deadline shall be 15 (fifteen) calendar days after receipt.

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 (fifteen) 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 chairperson shall send the accepted minutes to all the Members of the concerned Consortium Body, with copy to the Coordinator. 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 (1) representative of each Party (hereinafter referred to as its “**General Assembly Member**”). Each Party may at any time change its representative.

Each General Assembly Member shall be deemed to be duly authorized to negotiate, 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. The Party acting as the Coordinator may be represented in the General Assembly meeting by an additional General Assembly Member (but shall only have one (1) vote).

Each participant to any part of the Action may participate in the General Assembly meetings and shall also be allowed to speak; however, each Party shall only have one representative who is allowed to vote.

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 the following where unanimous vote is required.:

- accession and withdrawal of a Party to / from the Consortium (including the conditions);
- exclusion of a Defaulting Party;
- amendments to this PCA based on changes to the GA;
- cooperation with other projects on similar subject, on request by the Funding Authority, and defining a project cooperation for this.

The following decisions can only be taken by the General Assembly (with a majority of two-thirds (2/3) of the votes cast):

- decide upon any proposal made by the Steering 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;
- material changes to the Action Plan (Annex 1 of the GA), and material changes to the budget (Annex 2 of the GA);
- decide upon proposals from the Steering Committee for the plan for use and the Dissemination of Results;
- proposal to the Parties for modifications or withdrawals to Attachment 1 (Listed Background) of this PCA;
- modifications to Attachments 3 and 4 of this PCA;
- 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 made a Defaulting Party;
- proposals to the Funding Authority for suspension or termination of all or part of the Action; and
- the appointment - if necessary - of any vacancy to the Steering Committee.

6.3.2. Steering Committee

6.3.2.1. Steering Committee Members

The composition of the Steering Committee shall consist of the following Members:

- the representative of the Coordinator; and
- such representatives (e.g. the Work Package Leaders or the National Coordinator) as proposed by the Coordinator and as nominated by the GA (hereinafter referred to as “**Steering Committee Members**”). For the avoidance of doubt, multiple Parties may elect to be represented by one Steering Committee Member (who shall have as many voting rights as it is representing Parties)

Any changes to the membership of the Steering Committee shall be subject to approval by the General Assembly.

The Parties shall use reasonable endeavours to maintain their representation in the Steering Committee.

The Coordinator shall chair all meetings of the Steering Committee, unless decided otherwise by a majority of 2/3 (two-thirds) of the Steering Committee Members. The Party acting as the Coordinator may be represented in the Steering Committee meeting by an additional Steering Committee Member (but shall only have one (1) vote, also if the Coordinator is a National Coordinator).

6.3.2.2. Minutes of meetings

Minutes of Steering 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 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. The Steering Committee shall seek a consensus among the Steering Committee Members. If no consensus can be reached, decisions shall be taken by simple majority.

6.3.2.3.3. The Steering Committee shall supervise the proper execution and implementation of the decisions of the General Assembly through the steering committee meetings.

6.3.2.3.4. The Steering Committee shall monitor the effective and efficient implementation of the Action through the steering committee meetings.

6.3.2.3.5. In addition, the Steering Committee shall collect information before convening a steering committee meeting 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 Committee:

- Is not operational with day-to-day actions or individual work package issues unless such issues are escalated through the Operational Management Team (OMT).
- can 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;
-
-
- supervises technical roadmaps with regard to the Action;
- can propose to the General Assembly the plan for using and disseminating the Results;
- shall 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);
- shall support the Coordinator upon request, in preparing meetings with the Funding Authority and in preparing related data and deliverables; and
- shall be consulted in appointment of the members of the Advisory Board

In the case of abandoned or revised tasks as a result of a decision of the General Assembly, the Steering Committee shall support the Coordinator in advising 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. Further, the Coordinator may interact between the Steering Committee and the Project Office.

6.4.2. In particular, the Coordinator shall, in addition to the tasks assigned to it in the full project proposal:

- 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 Committee (in respect of providing the chair of the General Assembly and the Steering 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 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;
- ensure global Action coordination with the aim to meet the Action schedule and objectives.
- promote and maintain scientific links between partners within and between work packages, in order to ensure Action deliverables;
- verify whether the Parties identified in the GA comply with the requirements to be a Party 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 or other justified reasons (e.g.: audits); and
- maintain details of approvals given in relation to material that is subject to Controlled Licence Terms.

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. Advisory Board

An Advisory Board will be appointed and steered by the Steering Committee. The Advisory Board shall provide consultative advice to assist and facilitate the decisions made by the General Assembly. All the members of the Advisory Board shall sign the Non-Disclosure Agreement (NDA) document attached as Attachment 5 to this Agreement prior their nomination in the Advisory Board or before any confidential information will be exchanged, whichever date is earlier, and shall only have such access to the Results as required for their tasks under this PCA. The Coordinator is authorized to, and shall, execute on behalf of all Parties, with each member of the Advisory Board such NDA (as attached as Attachment 5). The Coordinator will provide each Party a pdf copy of the signed NDA(s).

The Coordinator shall write the minutes of the Advisory Board meetings and prepare the implementation of the Advisory Board's suggestions. The Advisory Board members shall be allowed to participate in General Assembly meetings upon invitation but have no voting rights.

6.6. Project Office (POF)

6.6.1. The Project Office (POF) is especially responsible for:

- Assistance to the Coordinator and the Steering Committee, including in the overall Action result integration ensuring global project results, and analysis of Action results and fulfilment of Action objectives,

- Assisting of monitoring of resource usage,
- collection and consolidation of documents for the Action reporting, including work progress reporting from the WPs, as well as resource-usage or financial information provided by the Parties,
- Assistance to the Coordinator in the document management related to deliverables, periodic/final reports, or contractual matters with the EC,
- Assistance to the Coordinator to establish a global work plan management,
- Global project meetings organization; agendas and documentation,
- Organization and management of meetings, agendas and minutes of meetings of the General Assembly and the Steering Committee,
- Suggestion on project management tools and processes, including elaborating an "Action Handbook" according to good practice quality procedures, e.g. ISO 9001:2000.

The Project Office has no decision rights.

6.6.2. The costs for the POF for the full duration of the Action (plus possible extension up to 6 (six) months) are estimated in Attachment 6 and shall be shared between the industry partners and RTOs hereto as laid out in Attachment 6 according to the percentage of the eligible budget approved by the Funding Authority for each Party beneficiary. All expenses (including hourly records of spent effort) for the POF are tracked and approved by the Steering Committee. Changes to Attachment 6 may be made with written approval of all partners.

6.6.3. The POF will invoice each Party (that has to pay a share of the POF costs) on a six-month basis.

Section 7 Financial provisions

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

A Party leaving voluntarily or involuntarily the Consortium, including but not limited a Defaulting Party, shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or another contributor (including National Funding Authorities). 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, 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. Undue delay on behalf of the Coordinator will be understood to be more than 45 (forty-five) calendar days from the receipt of funding from the Funding Authority with no justification for the delay.

The Coordinator is entitled to withhold any payments that are due to be paid to a Defaulting Party, or to a beneficiary to the GA that has not yet signed this PCA (but for the avoidance of doubt, not any other Parties).

7.2.4. The Coordinator is entitled to recover any payments already paid to a Defaulting Party, except the amount of contribution accepted by the Funding Authority or National Funding Authority pursuant to the applicable provisions of the GA. The Coordinator is equally entitled to withhold payments to a Party when this is suggested by or agreed with the Funding Authority pursuant to the applicable provisions of the GA.

7.2.5. 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.

Section 8 Results

Section 9 Access Rights

Section 10 Non-disclosure of Confidential Information

- 10.1. Each Receiving Party 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; and
 - (b) not to disclose Confidential Information to any third party other than its Affiliated Entities and Subcontractors without the prior written consent by the Disclosing Party, wherein the Receiving Party 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; the Receiving Party

shall be responsible and liable for any breach of the terms of these confidentiality obligations by its Affiliated Entities and Subcontractors; and

- (c) to apply for the security of the 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 limit disclosure of Confidential Information to such of its Affiliated Entities, Subcontractors, employees, directors, agents and employees, directors, agents of its Affiliated Entities and Subcontractors that have to a need-to-know for purposes of the Action for the purpose of which the Confidential Information was disclosed. The Receiving Party shall ensure that all persons to whom Confidential Information is made available are aware of the confidential nature of such Confidential Information and comply with confidentiality terms at least as strict as the terms and conditions of this PCA relating to protection and use of Confidential Information. In case of any breach of Section 10 of this PCA by any of a Party's own employees, directors, advisors and/or representatives and/or employees, directors, advisors, and/or representatives of its listed Affiliated Entities, such Party will be responsible and liable for such breach; and
- (e) not to analyse, (de)compile, disassemble, modify, edit, format, improve, reproduce, derive from, reverse engineer, transfer, in whole or in part, Confidential Information or any tangible object containing such Confidential Information, except as required to fulfil the Action, and shall not permit any third party to engage in any of the foregoing; and
- (f) not claim nor register any intellectual property right, nor exercise any intellectual property right or any other right on Confidential Information, without the prior written consent of the Disclosing Party.

10.2. The above mentioned obligations of confidentiality shall not apply for disclosure or use of Confidential Information, if and in so far as the Receiving Party can show that such information:

- (a) is or has become publicly available by means other than a breach of the Receiving Party's confidentiality obligations hereunder; or
- (b) the Disclosing Party has informed the Receiving Party that the Confidential Information is no longer confidential; or
- (c) the Confidential Information has been communicated to the Receiving Party without any obligation of confidentiality by a third party who is to the best knowledge of the Receiving Party in lawful possession thereof and under no obligation of confidentiality to the Disclosing Party; or
- (d) the Confidential Information was developed by the Receiving Party completely independently of any such disclosure by the Disclosing Party and/or persons who had no access to the Confidential Information; or
- (e) the Confidential Information was already known to the Receiving Party prior to disclosure under this PCA and without any obligation of confidence to the Disclosing Party; or
- (f) the Receiving Party is required, or is likely to be required, to disclose the Confidential Information in order to comply with mandatory applicable laws or regulations, or with an enforceable decision of a court, arbitration tribunal or administrative order. In such case, it shall, to the extent it is lawfully able to do so, prior to any such disclosure (i) promptly notify the Disclosing Party in order to allow the Disclosing Party to seek legal measures to protect such Confidential Information, and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the Confidential Information.

If only a part of the Confidential Information falls under the scope of this Section 10.2, then only such part shall be excluded from the restrictions of this Section 10 of this PCA.

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

10.4. Each Receiving Party shall return to the Disclosing Party, or destroy, upon request all Confidential Information that was disclosed to it. The Receiving Party may keep a copy to the extent it is required by applicable laws or regulations or where such information is contained in automated back-up documents. Any such retained Confidential Information shall be subject to the confidentiality obligations under this Section 10 also beyond the term of this PCA.

10.5. Any disclosure of Confidential Information by the Disclosing Party shall not be construed as granting to the Receiving Party any rights, whether expressed or implied, by license or otherwise, on the matters, inventions or discoveries to which such Confidential Information pertains or any copyright, trademark, trade secret rights, unless otherwise expressly stated in this PCA.

Section 11 Miscellaneous

11.1. Attachments, inconsistencies and severability

This PCA consists of this core text and:

- Attachment 1 (Listed Background)
- 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 (Template NDA for AB Members)
- Attachment 6 (Costs of POF and Distribution)

In case the terms of this PCA 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 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. Notices shall be deemed to have served when personally delivered, or (if transmitted by telefax, electronic or digital transmission) when transmitted, provided that such transmission is confirmed by receipt of a successful transmission report and notice is confirmed by mail.

(a) Formal notices:

If it is required in this PCA (Sections 4.2, 5.4, 9.9.2.2 and 11.3 (b) 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 effected by other means such as e-mail with acknowledgement of receipt, which fulfils the conditions of written form.

(c) Change of Person or Contact details

Any change of persons or contact details shall be formally 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.

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 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 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. ICC Arbitration

All disputes directly arising under this PCA (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 one or more arbitrators appointed

in accordance with the said rules of arbitration. The place of arbitration shall be Brussels, Belgium. The chairman of such arbitration shall be of legal education. The arbitral proceedings shall be conducted in English. The award of the arbitration will be final and binding upon the Parties.

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.

11.9. Parties which are not a member of EPoSS, AENEAS and ARTEMIS Industry Association

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 apply to become a member of at least one of these three associations before the start date of the Action.

11.10. 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. No National Grant Agreement shall affect the obligations of any Party hereunder.

Section 12 Signatures