
Project Consortium Agreement
for Research, Development and Innovation Actions
Funded by The
ECSEL Joint Undertaking

PROJECT CONSORTIUM AGREEMENT

NUMBER 737453 — I-MECH

This agreement is **BETWEEN:**

SIOUX CCM B.V., a Dutch private limited company (registration number 17047527), established in DE PINCKART 24, 5674 CC NUENEN, The Netherlands (VAT Number NL005993015B01), represented for the purposes of signing this agreement by its Managing Director, Hans Michels
the “Coordinator”;

ZÁPADOČESKÁ UNIVERZITA V PLZNI, a Czech public institution of higher education (registration number, 3141991/49777513), established in UNIVERZITNI 8, 30614 PILSEN, Czech Republic (Vat Number CZ49777513), represented for the purposes of signing this agreement by its Rector, Miroslav Holeček
ZAPUNI;

ELEKTRONIKAS UN DATORZINĀTŅU INSTITŪTS, a Latvian research institute (registration number, 000308583/181031), established in DZERBENES IELA 14, 1006 RIGA, Latvia (VAT Number LV90002135242), represented for the purposes of signing this agreement by its Director, Ieva Tentere
EDI;

REDEN B.V., a Dutch private limited company (registration number 08093312), established in F HAZEMEIJERSTRAAT 800 Building A04, 7555 RJ HENGELLO, The Netherlands (VAT Number NL809742524B01), represented for the purposes of signing this agreement by its CEO, Marco Ezendam;

FUNDACION TEKNIKER, a Spanish non-profit foundation (registration number ES3, F13, established in CALLE INAKI GOENAGA 5, EIBAR GUIPUZCOA 20600, Spain (VAT Number ESG20545729), represented for the purposes of signing this agreement by its General Manager, Alejandro Bengoa;

VYSOKE UCENI TECHNICKE V BRNE, a Czech public institution of higher education (registration number 00216305), established in ANTONINSKA 548/1, BRNO STRED 601 90, Czech Republic (VAT Number CZ00216305), represented for the purposes of signing this agreement by its Rector, Petr Štěpánek
BUT;

ROVIMATICA S.L., a Spanish private limited company (registration number CO28487), established in CALLE PLATA, NUM. 4 PG IND EL GRANADAL, 14014 CORDOBA, Spain (VAT Number ESB91652966), represented for the purposes of signing this agreement by its CEO, Fernando Palacios Hidalgo;

TECHNISCHE UNIVERSITEIT EINDHOVEN, a Dutch public institution of higher education (registration number 51278871, established in GROENE LOPER 5, 5612 AE EINDHOVEN, The Netherlands (VAT Number NL001956218B01), represented for the purposes of signing this agreement by its President, ir. J.H.J. Mengelers;

INGENIA-CAT S.L., a Spanish private limited company (registration number B306729), established in CARRER DE MARIE CURIE 8-14, 08042 BARCELONA, Spain (VAT Number ESB63831580), represented for the purposes of signing this agreement by its CEO, Marc Vila;

TECHNOLUTION B.V., a Dutch private limited company (registration number 29031050), established in BURGEMEESTER JAMESSINGEL 1, 2803 WV GOUDA, The Netherlands (VAT Number NL007781465B01), represented for the purposes of signing this agreement by its CTO, Serge de Vos
TECHNOLUTION;

FAGOR AOTEK S.COOP., a Spanish cooperative (registration number 20020041), established in B° SAN ANDRÉS 19 - APDO. 144, 20500 ARRASATE-MONDRAGÓN, Spain (VAT Number ESF20780276),

Initials:

represented for the purposes of signing this agreement by its Managing Director, Marcelino Novo;

GMV AEROSPACE AND DEFENCE SA, a Spanish public limited company (registration number M24659), established in CALLE DE ISAAC NEWTON 11, PARQUE TECNOLOGICO DE MADRID, TRES CANTOS 28760, MADRID, Spain (VAT Number ESA79197356), represented for the purposes of signing this agreement by its CEO, Jorge Potti;

INFORMATION TECHNOLOGY FOR MARKET LEADERSHIP (ITML) O.E., a Greek general partnership (registration number 125746003000), established in AGGELOU SIKELIANOU 71, 15451 ATHINA, Greece (VAT Number EL800497651), represented for the purposes of signing this agreement by its Legal representative / R&D Manager, Dr. George Bravos
ITML;

LABORATORIO IBERICO INTERNACIONAL DE NANOTECNOLOGIA, an international organisation (registration number 508633346), established in AVENIDA MESTRE JOSE VEIGA, 4715-330 BRAGA, Portugal (VAT Number PT508633346), represented for the purposes of signing this agreement by its Director General, Prof. Lars Montelius;

NEXPERIA B.V., a Dutch private limited company (registration number 6626411), established in JONKERBOSPLEIN 52, 6534 AB NIJMEGEN, Netherlands (VAT Number NL856469397B01), represented for the purposes of signing this agreement by its Legal Counsel, Charles Smit;

TECO A.S., a Czech joint-stock company (registration number 46357301), established in HAVLICKOVA 260, 28002 KOLIN, Czech Republic (VAT Number CZ46357301), represented for the purposes of signing this agreement by its Member of the Board, Jaromír Klaban;

OPEN ENGINEERING S.A., a Belgian public limited company (registration number 0476335227), established in AVENUE DE L'EXPANSION 7, 4432 ALLEUR, Belgium (VAT Number BE476335227), represented for the purposes of signing this agreement by its Managing Director Guy Janssen and its General Manager Pascal De Vincenzo

GEFRAN S.p.A., an Italian public limited company (registration number 313074), established in VIA SEBINA 74, 25050 PROVAGLIO D'ISEO BS, Italy (VAT Number IT03032420170), represented for the purposes of signing this agreement by its Chairman of the Board of Directors, Ennio Franceschetti
GEFRAN;

UNIVERSITÀ DEGLI STUDI DI BRESCIA, an Italian public institution of higher education (registration number CF98007650173), established in PIAZZA MERCATO 15, 25121 BRESCIA BS, Italy (VAT Number IT01773710171), represented for the purposes of signing this agreement by Rector, Maurizio Tira;

ELECTROMAGNETIC COMPATIBILITY MCC B.V., a Dutch private limited company (registration number 52798771), established in TALMASTRAAT 42, 4812 KB BREDA, The Netherlands (VAT Number NL850602270B01), represented for the purposes of signing this agreement by its CEO, Mart Coenen;

NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK ONDERZOEK (TNO), a Dutch knowledge organisation (registration number 27376655), established in ANNA VAN BUERENPLEIN 1, 2595 DA DEN HAAG, The Netherlands (VAT Number NL002875718B01), represented for the purposes of signing this agreement by its Director Semiconductor Equipment, Rogier Verberk;

EDILASIO CARREIRA DA SILVA LDA, a Portuguese private limited company (registration number 500753199), established in RUA ANÍBAL H. ABRANTES, 2430-069 MARINHA GRANDE, Portugal, (VAT Number PT500753199), represented for the purposes of signing this agreement by its General Manager, António Pina;

SIEMENS INDUSTRY SOFTWARE SAS, a French joint-stock company (registration number 414988204), established in AVENUE MORANE SAULNIER 13 ESPACE VELIZY IMMEUBLE LE CHAVEZ, 92320 CHATILLON, France (VAT Number FR82414988204), represented for the purposes of signing this agreement by its CEO, Dominique Thiriet;

PHILIPS MEDICAL SYSTEMS NEDERLAND B.V., a Dutch private limited company (registration number 17060498), established in VEENPLUIS 4-6, 5684 PC BEST, The Netherlands (VAT Number NL009076840B01), represented for the purposes of signing this agreement by its Head of External Partnership, Casper Garos;

I.M.A. INDUSTRIA MACCHINE AUTOMATICHE S.p.A., an Italian public limited company (registration number 149288), established in VIA EMILIA 428-442, 40064 OZZANO DELL'EMILIA, Italy (VAT Number IT005009312090), represented for the purposes of signing this agreement by its CEO, Alberto Vacchi;

UNIVERSITA DEGLI STUDI DI MODENA E REGGIO EMILIA, an Italian public institution of higher education (registration number CF00427620364), established in VIA UNIVERSITA 4, 41121 MODENA, Italy (VAT Number IT00427620364), represented for the purposes of signing this agreement by its Dean, Prof. Angelo Oreste Andrisano;

EVIDENCE S.r.l., an Italian private limited company (registration number 142992/CF01638690501), established in VIA G. CARDUCCI 56, 56010 GHEZZANO, SAN GIULIANO TERME PI, Italy (VAT Number IT01638690501), represented for the purposes of signing this agreement by CEO, Paolo Gai;

IKERLAN S.COOP., a Spanish cooperative (registration number 1282), established in JOSÉ M. ARIZMENDIARRIETA 2, 20500 ARRASATE, GUIPÚZCOA, Spain (VAT Number ESF20079828), represented for the purposes of signing this agreement by its General Managing Director, Marcelino Caballero Pozo;

NICOLÁS CORREA S.A., a Spanish public limited company (registration number BU536), established in CALLE ALCALDE MARTIN COBOS 16A, 09007 BURGOS, Spain (VAT Number ESA28041317), represented for the purposes of signing this agreement by its President and Managing Director, José Nicolás-Correa Barragán
CORREA;

UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK acting through its **TYNDALL NATIONAL INSTITUTE**, an Irish research centre (registration number CHY1691), established in LEE MALTINGS COMPLEX, DYKE PARADE, MARDYKE, CORK, Ireland (VAT Number IE0006286E), represented for the purposes of signing this agreement by its Head of Operations, Tyndall National Institute, University College Cork, Mr. Cormac Harrington;

JOHNSON & JOHNSON VISION CARE (IRELAND), an Irish private limited company (registration number 210174), established in THE NATIONAL TECHNOLOGY PARK, PLASSEY, LIMERICK, Ireland (VAT Number IE8210174B), acting through the **JOHNSON & JOHNSON AUTOMATION CENTRE OF EXCELLENCE**, having its address at IBC 1, University of Limerick, Ireland, represented for the purposes of signing this agreement by its Finance Director, Gerry Greaney;

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

relating to the research project entitled: **Intelligent Motion Control Platform for Smart Mechatronic Systems**

in short: **I-MECH**

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

WHEREAS

- A. 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.
- B. 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.
- C. 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 1 June 2017, (hereinafter referred to as the “**Effective Date**”).
- D. The Parties submitted a proposal for the Action to the ECSEL Joint Undertaking acting as the Funding Authority.
- E. 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 either herein or in the Rules or, in the Grant Agreement (GA) including its Annexes.

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 GA and this PCA.

Accession Date means the date of the signature of the Declaration of Accession by a Party joining the Action in accordance with the provisions of the GA and this 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 total cost of the Action as initially set out in the GA, unless otherwise agreed by all Parties.

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

- (a) any Legal Entity directly or indirectly Controlling, Controlled by, or under common Control with that

Initials:

Party, for so long as such Control lasts; and/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.

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.

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

- (i) owned or controlled by a Party prior to the Effective Date; or
- (ii) developed or acquired by a Party independently from the work in the Action even if in parallel with the performance of the Action, but solely to the extent that such data, information, 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 PCA 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.

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 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.

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.

Initials:

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

Executive Board means the Consortium Body established in accordance with Section 6.3.2 of this PCA.

Executive Board Member has the meaning attributed to it in Section 6.3.2.1.

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 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, government sanctions, natural disasters, exceptional weather conditions, breakdown or general unavailability of transport facilities, accidents, fire, explosions, and general shortages of energy.

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 means a representative of a Party in the General Assembly.

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, provided that a substantial proportion of the specifications of such products and/or services have been designed by the Party, or any of its Affiliates Entities.

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

Legitimate Interest means a Party's interest of any kind, in particular a 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 high level of 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 great harm.

Legal Entity means any natural person, or any legal person created and recognised as such under national

Initials:

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 preamble C.

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) An entity becomes a Party to this PCA upon signature of this PCA by one or more duly authorised

Initials:

representative(s) of such entity.

- (b) This PCA shall have effect from the Effective Date.
- (c) After the Effective Date an 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 entity 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 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 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 JU. 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:

- (a) is not signed by the Funding Authority or a Party, or
- (b) is terminated,
- (c) 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

The following provisions of this PCA, which by nature should survive the termination of this PCA, shall so survive such termination: 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, all of its obligations under the GA and this PCA as may be reasonably required from it and in a manner of good faith, within the limitations of 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.

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 Sections 6.2.3.4. and 6.3.1.2 of this PCA and article 50.2 of the GA, or (ii) impose on such Defaulting Party a financial remedy within the limits of Section 5.2.3 of this PCA.

4.3 Involvement of Subcontractors

A Party that involves a Subcontractor in the Action remains liable for carrying out its relevant part of the Action. It shall further be liable to ensure that the involvement of a Subcontractor does not affect the rights and obligations of the other Parties under this PCA and the GA. A Party involving a Subcontractor in the execution of the Action, shall ensure, and procure from the Subcontractor concerned, that any Results generated by such Subcontractor in the execution of the Action shall be fully owned by the Party having involved such Subcontractor. Where full ownership of Results generated by such Subcontractor is not possible, due to the Subcontractor itself not fully owning certain parts of such Results, the Party involving the Subcontractor shall procure a transferable and sub-licensable user right in this respect, enabling all the Parties under this PCA to use and/or exploit the components, principles and ideas that are incorporated in said Results, including but not limited to designs, algorithms, documents, etc., without any restrictions, but all subject to the Access Rights granted.

4.4 Access Rights by Affiliated Entities

In case an Affiliated Entity of a Party owns 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

5.1 No warranties

Each Party undertakes to use reasonable endeavours to ensure the accuracy of the information furnished to other Parties under the Action. Without prejudice to the previous sentence, in respect of any information or materials (including Results and Background) supplied by one Party to another under the Action, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

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

However, and notwithstanding anything to the contrary, each Party undertakes to not knowingly use for the Action any proprietary rights of a third party for which such Party has not acquired the corresponding right to use and to grant Access Rights to the other Parties in accordance with this PCA.

Upon notification or discovery that a Party has submitted defective or incorrect information to another Party at any time during the performance of the Action, the discovering Party shall promptly notify the affected Parties in writing and the Party that submitted defective or incorrect information shall correct and redeliver such corrected information at its own expense. Upon notification or discovery of infringement of any proprietary rights of third parties in connection with the Action, the notified or discovering Party shall promptly notify the affected Parties in writing.

5.2 Limitations of contractual liability

5.2.1 Liability: general

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

Each Party undertakes to perform its work at its own risk and under its sole liability. In particular, each Party shall individually be liable to comply with the terms and conditions of this PCA and with the Grant Agreement.

5.2.2 Excluded liabilities

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

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

5.2.3 Financial limit on liability

Subject to the provisions of Sections 5.2.4 and 5.2.5 of this PCA, the aggregate liability of each Party under the provisions of Section 5.2.1 to all of the other Parties collectively in respect of any and all such claims shall not exceed **once** that Party's Action Share.

However, the financial limitation on liability specified above in this Section 5.2.3 shall not apply in the case of any breach by a Party of its obligations under

- (a) Section 10 (Confidentiality), or
- (b) Section 8 (Results)

of this PCA. Instead, the aggregate liability of each Party for all claims arising from or related to a breach by that Party of its obligations under the abovementioned Sections of this PCA shall not exceed the amount of € 500.000,00 (five hundred thousand euros).

Initials:

5.2.4 Exceeding the scope of Access Rights

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

5.2.5 Other exceptions

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

5.3 Damage caused to third parties

Each Party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Party's activities within the Action, either by itself or on its behalf under this PCA or from its use of Results or Background.

5.4 Force Majeure

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

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

Section 6: Governance structure

6.1 General structure

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

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

All Members:

- (a) should be represented at any meeting of the General Assembly;

- (b) may appoint a substitute through a proxy to attend and vote at any meeting on the Member's behalf; and
- (c) shall participate in a co-operative manner in the meetings.

The Executive Board shall consist of the following Members:

- (a) the representative of the Coordinator,
- (b) together with a representative from each of the following Parties, namely
 - (1) ZAPUNI (Technology Coordinator),
 - (2) EDI (WP3 Lead Beneficiary),
 - (3) GEFRA (WP4 Lead Beneficiary),
 - (4) BUT (WP5 Lead Beneficiary),
 - (5) TECHNOLUTION (WP6 Lead Beneficiary),
 - (6) CORREA (WP7 Lead Beneficiary),
 - (7) ITML (WP8 Lead Beneficiary),

The Parties shall use reasonable endeavours to maintain their representation in the Executive Board.

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 Executive Board or 1/3 of the General Assembly Members
Executive Board	At least quarterly	At any time upon written request of any Executive Board 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 an Executive Board Meeting

The chairperson of an Executive Board Meeting shall give notice in writing of a meeting and provide the agenda for such meeting to each Executive Board Member as soon as possible and no later than 21 calendar 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 Decisions without a meeting

Any decision may also be taken without a meeting if the Coordinator circulates to all Members of the Consortium Body a written document which is then agreed by the defined majority (see Section 6.2.3. below) of all Members of the Consortium Body. Such document shall include the deadline for responses.

6.2.2.6 Other means

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, then 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 severely affected by a decision of a Consortium Body may exercise a veto with respect to the corresponding decision or relevant part of the decision.

6.2.4.2 A Party may veto such decision within 15 calendar days after the draft minutes of the meeting have been sent. In case of exercise of veto, the Members of the related Consortium Body shall make every 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 14 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.

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

6.3 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 all General Assembly Members.

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 where unanimous vote is required.

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

- (a) decide upon any proposal made by the Executive Board for the allocation of the Action's budget in accordance with the GA, and review and propose budget reallocations to the Parties;
- (b) proposals to the Parties for the review and/or amendment of the terms of the GA or this PCA;
- (c) decide upon material changes to the Action Plan;
- (d) decide upon proposals from the Executive Board for the plan for use and the Dissemination of Results;
- (e) proposal to the Parties for modifications or withdrawals to Attachment 1;
- (f) 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;
- (g) 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;
- (h) identification of a substantial breach by a Party of its obligations under this PCA or the GA;
- (i) declaration, remedies and termination of a Defaulting Party;
- (j) proposals to the Funding Authority for a change of the Coordinator if made a Defaulting Party;
- (k) proposals to the Funding Authority for suspension or termination of all or part of the Action;
- (l) resolution of any conflict that may arise among the Parties, when such conflict cannot be solved at a lower level;
- (m) approval of major strategic decisions, as prepared by the Executive Board;
- (n) approval of the long-term detailed work plans, as implemented during the progress of the Action; and
- (o) the appointment - if necessary - of any vacancy to the Executive Board.

6.3.2. Executive Board

6.3.2.1 Executive Board Members

The Executive Board shall consist of representatives of the Coordinator and of the Parties as agreed under Section 6.2.1 of this PCA (hereinafter referred to as “**Executive Board Members**”). Any changes to the membership of the Executive Board shall be subject to approval by the General Assembly.

The Coordinator shall chair all meetings of the Executive Board, unless decided otherwise by a majority of two-thirds of the Executive Board Members.

6.3.2.2 Minutes of meetings

Minutes of Executive Board 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 Executive Board 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 Executive Board Members and shall decide by a simple majority.

6.3.2.3.3 The Executive Board shall be responsible for the proper execution and implementation of the decisions of the General Assembly.

6.3.2.3.4 The Executive Board shall monitor the effective and efficient implementation of the Action.

6.3.2.3.5 In addition, the Executive Board 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 Executive Board shall:

- (a) 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;
- (b) manage the Action;
- (c) propose to the General Assembly procedures and tools for the marking and handling of information exchanged between Parties in the performance of the Action;
- (d) decide upon measures in the framework of controls and audit procedures to ensure the effective day-to-day coordination and monitoring of the progress of the technical work affecting the Action as a whole;
- (e) decide upon the technical roadmaps with regard to the Action;
- (f) propose to the General Assembly the plan for using and disseminating the Results;
- (g) 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);
- (h) support the Coordinator in preparing meetings with the Funding Authority and in preparing related data and deliverables;
- (i) draft and monitor planning of long-term detailed work plans and technical activities;
- (j) prepare adjustments of scientific and technical roadmaps as a result of external developments;
- (k) prepare introduction of new Parties to the General Assembly; and
- (l) 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.

In the case of abandoned or revised tasks as a result of a decision of the General Assembly, the Executive Board 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

- (a) monitor compliance by the Parties with their obligations;
- (b) keep the address list of the Parties and other contact persons updated and available;
- (c) collect, review to verify consistency and submit reports, other deliverables (including financial statements and related certifications) and specific requested documents to the Funding Authority;
- (d) administer and prepare the minutes and provide these to the chair of the General Assembly and the Executive Board (in respect of providing the chair of the General Assembly and the Executive Board, 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 Executive Board;
- (e) transmit documents and information connected with the Action to any other Parties concerned;
- (f) administer the financial contribution of the Funding Authority and fulfilling the financial tasks described in Section 7.2 of this PCA;
- (g) verify whether the Parties identified in the GA comply with the requirements to be a Party to the GA in accordance with the GA;
- (h) 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;
- (i) maintain details of approvals given in relation to material that is subject to Controlled Licence Terms; and

Initials:

- (j) 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. Work package leaders

6.5.1 The Members of the Executive Board are also work package leaders, meaning they are the leading Party for any of the work packages described in the Action.

Each work package leader is responsible for the follow up of the work in the respective work package in compliance with the objectives and general scope of work as agreed by the Parties.

6.5.2 The work package leader will chair any work package meeting and shall interact between the Executive Board and its work package as being the intermediary for efficient and correct communication between the work package members and the Executive Board.

The work package leader is responsible for transmitting any document and information of the work package to the Executive Board and for estimating the resources required for the various work packages and drawing up suitably detailed programmes for executing the work and for producing the Results.

Section 7: Financial provisions

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

A Party leaving the Consortium shall refund all payments it has received except the amount of contribution accepted by the Funding Authority or, to the extent such leaving Party received payments from another contributor, accepted by that 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:

- (a) notify the Party concerned promptly of the date and composition of the amount transferred to its bank account, giving the relevant references;
- (b) perform diligently its tasks in the proper administration of any funds and in maintaining financial accounts;
- (c) keep the records and financial accounts relevant for the Funding Authority financial contribution and to inform the Funding Authority of its distribution thereof; and
- (d) 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

Initials:

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. In order to ensure the foregoing, the Coordinator shall never pay a Party more than 90% of its allocated share of the maximum grant amount before the amount retained by the Funding Authority for the Guarantee Fund is being released.

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:

- (a) 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 (maximum 30 days) and in conformity with the provisions of the GA. Costs accepted by the Funding Authority will be paid to the Party concerned.
- (b) The Coordinator is entitled to withhold any payments due to a Defaulting Party, or to a beneficiary to the GA that has not yet signed this PCA.
- (c) The Coordinator is entitled to withhold any payments due to a Party, where the Coordinator has justified reasons to believe such Party is in default of its obligations under this PCA or the GA, and has given formal notice to such Party, in accordance with Article 4.2, but such Party has not yet been declared a Defaulting Party by the General Assembly in accordance with Article 6.3.1.2.(i). In the event the General Assembly, at its first upcoming meeting, does not declare the Party whose payment has so been withheld a Defaulting Party, the Coordinator will as soon as practically possible make the payment to such Party.

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

7.2.5 In order to enable the Coordinator to timely submit correct financial reports to the Funding Authority, the Parties shall submit quarterly to the Coordinator an indicative report on at least the following actual costs (as mentioned in Annex 4 to the GA):

- a) Subcontractors
- b) Travel
- c) Equipment
- d) Other Goods and Services

Section 8: Results

8.1. Ownership of Results

Results shall be owned by the Party whose employee(s) generated such Results, or on whose behalf such Results have been generated by a Subcontractor.

8.2. Joint ownership

8.2.1 In accordance with the first paragraph of Article 26.2 of the Grant Agreement, two or more Parties shall own Results jointly if:

- (a) they have jointly generated them; and
- (b) it is not possible to:
 - (i) establish the respective contribution of each Party; or
 - (ii) separate them for the purpose of applying for, obtaining or maintaining their protection.

The joint owners shall be at liberty to agree in writing something different to what follows in this Section 8.2, so long as such different agreement does not adversely affect the Access Rights or other rights of the other Parties provided under the GA or this PCA.

Initials:

8.2.2 Each joint owner shall have an equal, undivided interest in and to a joint Result as well as in and to resulting Intellectual Property Rights in all countries, unless otherwise provided in this Section 8.2, or in a joint ownership agreement between the joint owners concerned.

8.2.3 Notwithstanding anything to the contrary in the provisions of Article 26.2 of the Grant Agreement and unless otherwise agreed in a joint ownership agreement between the joint owners concerned, each of the joint owners and their Affiliated Entities shall be entitled to Exploit the jointly owned Result as they see fit, and shall be entitled to grant non-exclusive licenses to any third party, without obtaining any consent from, paying compensation to, or otherwise accounting to any other joint owner(s).

8.2.4 Each joint owner of Intellectual Property Rights protecting such jointly owned Result shall have the right to bring an action for infringement of any such jointly owned Intellectual Property Rights only with the consent of the other joint owner(s). Such consent may only be withheld by another joint owner who demonstrates that the proposed infringement action would be prejudicial to its Legitimate Interest.

8.2.5 Following generation of a joint Result, the joint owners shall enter into good faith discussions in order to agree on an appropriate course of action for filing application(s) for Intellectual Property Rights in such joint Result, including the decision as to which Party is to be entrusted with the preparation, filing and prosecution of such application(s) and in which countries of the world such application(s) for Intellectual Property Rights are to be filed. Except for any application(s) for protection that is/are urgently required in order to safeguard priority, the filing of any application(s) for Intellectual Property Rights on joint Results shall require mutual agreement between the Parties. Save as otherwise explicitly provided herein, all costs related to application(s) for Intellectual Property Rights in joint Results and Intellectual Property Rights resulting from such application(s) shall be shared equally between the joint owners.

In the event that one of the joint owners of an Intellectual Property Right or an application for an Intellectual Property Right on a joint Result wishes to abstain from participation in the application or at a later time wishes to discontinue the payment of its share of the maintenance fees or other costs in any particular country or territory (the “**Relinquishing Owner**”), the Relinquishing Owner shall promptly notify the other joint owner(s) of its decision, and the other owner(s) may take over the payment of such share. The Relinquishing Owner shall forthwith relinquish to the other owner(s) who continue(s) such payments, its right, title to and interest in such jointly owned Intellectual Property Right for the countries or territories concerned, subject, however, to the retention of a non-transferable, non-exclusive, royalty-free and fully paid up license, without the right to grant sub-licences, for implementation of the Action and for Exploitation, for the lifetime of the Intellectual Property Right in or for the countries or territories concerned in favour of, and for the use by, the Relinquishing Owner as well as such Relinquishing Owner’s Affiliated Entities.

8.3. Transfer of Results

8.3.1 Each Party may transfer ownership of its own Results (including without limitation its share in Results that it owns jointly with another Party or Parties and all rights and obligations attached to such Results) to any of its Affiliated Entities without notification to the other Parties. The transferring Party shall, however, upon another Party’s request, inform the requesting Party of such transfer.

8.3.2 Each Party may identify in Attachment 3 to this PCA specific third party(ies) if it intends to transfer the ownership of any of its own Results. Each Party may transfer ownership of its own Results (including its share in Results that it owns jointly with another Party or Parties and all rights and obligations attaching to it) to any third party(ies) it identified in Attachment 3 without notification to any other Party. The transferring Party shall, however, upon another Party's request, inform the requesting Party of such transfer. During the implementation of the Action, any Party may add any further third party to Attachment 3 by providing written notice to the Coordinator within a reasonable period prior to a transfer to such further third party becoming effective. With regard to the transfer of a share of the jointly owned Results, the Party being interested in transferring such share, shall, prior to transfer, require consent of the other joint owner(s) of the Results, which consent shall be withheld only in case the Legitimate Interest of a joint owner would suffer disproportionately great harm, unless the joint owners have agreed differently in a joint ownership agreement.

8.3.3 The Parties hereby agree that in the framework of a merger or an acquisition, which, for the sake of clarity, shall mean to include any assignment of ownership of any of the Parties' Results, no notification of intended transfer of ownership need be given, due to confidentiality obligations arising from national and/or community laws or regulations, for as long as such confidentiality obligations are in effect and/or for as long as such notice is prohibited under applicable EU and/or national laws on mergers and acquisitions.

8.3.4 The Funding Authority may — with the consent of the Party concerned — assume ownership of Results to protect them, if said Party intends — up to four years after the completion of the Action — to disseminate its Results without protecting them, in accordance with Article 26.4.1 and/or 27.2 of the GA.

8.3.5 Any transfer of ownership of Results made under this Section 8.3 shall be made subject to the Access Rights, the rights to obtain Access Rights and the right to Disseminate Results that are granted to the other Parties and their Affiliated Entities in the GA and/or this PCA. Therefore, each transferor shall ensure that such transfer does not prejudice such rights of the other Parties or their Affiliated Entities, and the transferor shall pass on its obligations regarding the transferred Results to the transferee, including the obligation to pass them on to any subsequent transferee. The obligations under this Section 8.3 apply for as long as other Parties have - or may request - Access Rights to Results, as provided in Section 9 of this PCA.

Each Party hereby waives any right to prior notification of and to object to any transfer that is made in compliance with this Section 8.3.

8.4 Dissemination

8.4.1 Dissemination of Results

During the Action and for the period of time as stated in Section 10.2 of this PCA, the Dissemination of Results by one or several Parties including but not restricted to publications of whatever form (excluding patent applications(s) and other registrations of IPRs), shall be governed by the procedure of Article 29.1 of the Grant Agreement subject to the following provisions:

- (a) Any publication planned by a Party shall be submitted through written notice to the other Parties at least thirty (30) days before the planned publication submission date. Any objection to the planned publication shall be made in writing to all Parties within thirty (30) days after receipt of the written notice. If no objection is made within the time limit stated above, the publication is permitted.
- (b) An objection to a planned publication by a Party is justified if:
 - (i) the protection of the objecting Party's Results or Background is adversely affected; or
 - (ii) the proposed publication includes Confidential Information of the objecting Party; or
 - (iii) the objecting Party's Legitimate Interests, academic or commercial, would be significantly harmed.
- (c) Any and all objection(s) shall include, to the extent possible, a precise request for necessary modifications.

If an objection has been raised on one or more of the above mentioned grounds, the objecting Party and the publishing Party shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amendment to the planned publication and/or by protecting Confidential Information before

Initials:

publication) and the objecting Party shall not unreasonably continue the opposition if appropriate measures are taken following the discussion. However, the scientific quality of the publication must be maintained, and each Party's dissemination obligations flowing from the GA must at all times be leading.

8.4.2 Dissemination of another Party's unpublished Results or Background

In case a Party wishes to include in a Dissemination activity another Party's Results (which are not publically available), Background and/or Confidential Information, it needs to first obtain that Party's prior written approval.

8.4.3 Co-operation obligations

- (a) The Parties undertake to co-operate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Results, Background and/or Confidential Information, subject to the confidentiality and publication provisions agreed in this PCA.
- (b) In accordance with Section 8.4.1 of this PCA, prior to submitting any planned publication and/or any planned Dissemination activity of Results, Parties shall undertake reasonable efforts to refrain from including in such planned publication and/or such planned Dissemination activity of any other Party's Confidential Information, provided that the obligations on confidentiality stated in Article 10 of this PCA will remain applicable to any other Party's Confidential Information included in any planned publication and/or any planned Dissemination activity of Results.
- (c) The Parties will use reasonable endeavours to establish the I-MECH Center, which will be led by the Coordinator, and which shall ensure sustainable cooperation between the Parties after the completion of the Action, in accordance with the business model canvas described for it in the Action Plan. It will be open also for new parties. The I-MECH Center will provide advanced control technologies through a holistic 'Motion control as a service' approach. Whenever appropriate, the I-MECH Center can also facilitate more dedicated research trajectories, through a web portal.

8.4.4 Use of names, logos or trademarks

Nothing in this PCA shall be construed as conferring rights to use in advertising, publicity or otherwise the name of the Parties or any of their logos or trademarks without their prior written approval.

8.5 Contributions to Standards

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

No Party shall have the right to contribute to a standard or allow the contribution to a standard of any data which constitutes Result, Background or Confidential Information of another Party, even where such data is amalgamated with such first Party's Result, Background, or Confidential Information or other information, document or material. Any such contribution without such other Party's written agreement justifies, in addition to any other available remedies, objection to the contribution by the Party concerned.

Subject to a decision by the General Assembly that the Consortium shall contribute to European or other standard, a copy of each proposed contribution of Results to a meeting of such approved standard's organisation, (a "**Scheduled Meeting**"), for the purpose of incorporation in a standard, shall be distributed in detail and in writing to the Parties, by the Party proposing to submit the contribution, no later than 60 days prior to the date of the meeting ("**Review Period**").

Any Party may submit a written objection, to such contribution to the Party proposing the standard's contribution and to the Executive Board, within a period of thirty (30) days, (hereinafter referred to as the "**Objection Period**") after receipt of a copy of the proposed contribution on either or both of the following grounds:

- (a) that the objecting Party considers that the protection of the objecting Party's Result would be adversely

Initials:

- affected by the proposed contribution;
- (b) that the proposed contribution includes the Results, Background, or Confidential Information of the objecting Party.

The proposed contribution shall not be made until the expiry of the Objection Period. Any objection accompanied by evidence indicating, prima facie, that the objection is justifiable, is hereinafter referred to as a “**Justifiable Objection**”. In the absence of any Justifiable Objection on either or both of the above grounds within the above mentioned period, it is deemed that the Parties agree to the proposed contribution. Following the end of the above mentioned period, the Executive Board shall inform the Parties whether or not any objection has been received and whether such objection(s) is/are Justifiable Objections.

In the event that a Justifiable Objection is raised on either or both of the above defined grounds within the Objection Period, the Party proposing the publication and the Party objecting shall seek in good faith to agree a solution on a timely basis whereby the Justifiable Objection is resolved. No such standard contribution shall be made in respect of which any Justifiable Objection remains unresolved.

Section 9: Access Rights

9.1. Background included: “Positive List”

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

9.1.2 There shall be no obligation to grant, and no right to be granted, Access Rights to any Background that is not listed as included in Attachment 1 to this PCA (“Unlisted Background”), unless introduced into the Action as in the definition of “Background” under ii. Each Party agrees not to use, in the implementation of the Action, any of its Unlisted Background unless introduced into the Action as in the definition of “Background” under ii, if such use would result in such Unlisted Background being Needed by any other Party for implementation of the Action or Exploitation of Results. However, notwithstanding the first sentence of this sub-paragraph, if a Party uses any of its Unlisted Background held by it in a manner that such Unlisted Background becomes Needed by any other Party for the implementation of the Action or Exploitation of any Results, then such Unlisted Background shall be deemed included in Attachment 1.

9.1.3 Regarding Unlisted Background, the following shall apply:

- (a) In deviation to Section 9.1.2 of this PCA, if Unlisted Background includes all or part of a commercially available product of a Party or of a third party, the terms and provisions governing the access to and use of such commercially available product shall be the prevailing terms.
- (b) In deviation to Section 9.1.2 of this PCA, if the terms under the GA and/or this PCA regarding Access Rights to Background are in conflict with the terms of a pre-existing agreement between the owning Party and a Party or a third party, the terms and provisions of the pre-existing agreement shall be the prevailing terms.
- (c) Notwithstanding Section 9.1.2 of this PCA, if for Unlisted Background the grant of Access Rights under the GA and/or this PCA would require any form of consent of or compensation to a Party or a third party, such Unlisted Background is deemed to remain not listed in Attachment 1.
- (d) Notwithstanding Section 9.1.2 of this PCA, if Unlisted Background is or at any time becomes essential to a standard adopted by a standard setting body, the terms and provisions governing the access to such Unlisted Background via the standard shall be the prevailing terms.

9.2. General Principles

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

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

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

9.2.4 Any requests for receiving Access Rights to be granted under this PCA shall be made within twelve (12) months after the date of termination of the Action as follows from Article 3 of the Grant Agreement, or within twelve (12) months after the effective date of termination of this PCA for a Party leaving the Action as stipulated in Section 9.9.2.1. The Party receiving Access Rights must at all times be able to demonstrate with all due care and in good faith that Access Rights are Needed.

Parties agree that for the I-MECH Center to be able to create a sustainable proposition for the European industry, to track latest research results in respective mechatronic areas and transfer them into company products and, via them, to the industry, it will need visibility to, and knowledge of, all interfaces, performances, methods, specifications and properties of all Results generated by the Parties, to ensure cooperation between the Parties after termination of the Action. Subject to the provisions set out in this Agreement, the Parties will cooperate, where reasonable, to enable the I-MECH Center to fulfil its role as a portal to the industry.

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

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

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

9.2.8 Have Made Rights

Any and all Access Rights for Exploitation granted to a Party or its Affiliated Entities pursuant to this Agreement include the right to allow a third Party Indirect Utilisation of the Background or Results to which such Access Rights are granted.

9.2.9 Employee's Rights

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

9.3 Access Rights for implementation

Access Rights to Results and Background made available for Access Rights in accordance with Section 9.1.1

Initials:

or 9.1.2, and Needed for the implementation of the Action are hereby requested (in accordance with the requirements of the GA), and shall be deemed granted, as of the date of the GA entering into force, on a royalty-free basis to and by all Parties, and shall either terminate automatically upon completion of the Action or upon termination of a Party's participation in accordance with Section 9.2 of this PCA.

9.4 Access Rights to Results for Exploitation and Internal and External Research and Teaching

9.4.1 Access Rights to all Results for Research and Teaching royalty-free; but other Access Rights to Results on Fair and Reasonable Conditions, with required Access Rights request

Access Rights to Results Needed for non-commercial research (excluding third party research, but including publicly funded research), development and teaching are hereby requested (in accordance with the requirements of the GA), and shall be deemed granted, as of the date of the Result arising, on a royalty-free basis to and by all Parties for whom such Access Rights are Needed.

Access Rights **to Results Needed for any other Exploitation** (whether or not for Use of own Results) shall be granted on Fair and Reasonable Conditions subject to the following:

- (a) The Party requiring the grant of such Access Rights (the "**Requesting Party**") shall make a written request to the Party (the "**Granting Party**") from which it requires the Access Rights.
- (b) The written request shall identify the Results concerned.
- (c) Any such Access Rights shall only be granted upon the signature of a written agreement between the Granting Party and the Requesting Party and shall not be otherwise deemed granted.

Fair and Reasonable Conditions to the potential benefit of the Requesting Party will also take into account the fact that such Party and the Granting Party have collaborated in the Action to their mutual benefit, which should result in better than market conditions.

It is agreed that Fair and Reasonable Conditions may contain royalties, but only to the extent that written notification about the existence of the Results for which Access Rights are being requested is circulated among the Parties, including sufficient details/references to enable the other Parties to trace such Results (e.g. application number, title, priority date, filing office, keywords). Such written notification shall be provided within a reasonable period of time, but in no event later than six (6) months after the termination of the Action. If the written notification is absent or has not provided within six (6) months after the termination of the Action, Fair and Reasonable Conditions for granting Access Rights to Results Needed for any other Exploitation shall be deemed to be royalty-free, unless any laws applicable to either the Requesting Party or the Granting Party do not allow for royalty free Access Rights to be granted. For the purpose of this Section 9.4.1, the periodic and/or final technical report, as mentioned in Articles 20.3 and 20.4 of the Grant Agreement, shall be considered as a sufficient notification.

9.4.2 Access Rights to Background made available for Access Rights in accordance with Section 9.1.1 or 9.1.2, if Needed for Exploitation of a Party's own Results, or for internal research, development and teaching, as demonstrated to the satisfaction of the Party owning or controlling such Background, shall be granted upon written request, on Fair and Reasonable Conditions to be negotiated in good faith between the concerned Parties.

9.5 Access Rights for Affiliated Entities

9.5.1 Granting of Access Rights to Affiliated Entities

Each Party hereby grants Access Rights to Results and Background to any Affiliated Entity of any other Party as if such Affiliated Entity was a Party to this PCA, and subject to the condition that such Affiliated Entity undertakes to grant Access Rights to Background or Results, if it owns any in accordance with Section 8.3.1, on terms identical to Access Rights granted under this PCA by the Parties hereto, to all Parties and their Affiliated Entities (subject to such Affiliated Entities also having accepted such obligations) and (without prejudice to the Parties' obligations to carry out the Action and to provide Action deliverables) to fulfil all

Initials:

confidentiality and other obligations towards the ECSEL Joint Undertaking and the other Parties accepted by the Parties under the GA or this PCA as if such Affiliated Entity was a Party. Access Rights granted to any Affiliated Entity are subject to the continuation of the Access Rights of the Party of which it is an Affiliated Entity, and shall automatically terminate upon termination of the Access Rights granted to such Party. Further, if an Affiliated Entity fails in any material respect to comply with the undertaking given by it as above, and fails to rectify the non-compliance after being given a reasonable opportunity to do so, all Access Rights granted to it based upon that undertaking shall terminate, without affecting the Access Rights granted by it.

The provisions governing the granting of Access Rights to the Parties as set out in Sections 9.3 and 9.4 of this PCA shall also apply to Affiliated Entities.

For the avoidance of doubt, this Section 9.5 of this PCA is intended to confer a benefit on Affiliated Entities of the Parties by affording them the opportunity to obtain Access Rights, but it shall not oblige any Affiliated Entity of any Party to accept the granting of any Access Rights to it.

9.5.2 Cessation of Affiliated Entities

9.5.2.1 Rights granted to Affiliated Entities

Upon any Legal Entity ceasing to be an Affiliated Entity of a Party, any Access Rights granted to such Legal Entity shall lapse, provided however

- 1) that the provisions of paragraphs **9.5.2.1.A.** and **9.5.2.1.B.** below will apply with respect to:
 - (a) any Results, or Background to which such Legal Entity has been granted Access Rights pursuant to the GA and this PCA; and
 - (b) any Party's Confidential Information that has been used by such Legal Entity in accordance with the provisions of the GA and this PCA, and
- 2) that, at the time of cessation of such Legal Entity's Affiliated Entity's status, the Background or Results to which Access Rights were granted have been:
 - (a) incorporated into the products, processes or services of such entity (hereinafter referred to as "**Products, Processes and Services**"); or
 - (b) amalgamated with such Legal Entity's own information.

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

9.5.2.1.B. With respect to such Background, and Results other than Confidential Information: at the request of such Legal Entity, the Parties shall grant non-exclusive licenses to such Legal Entity under such Background, and Results for use in such Legal Entity's Products, Processes and Services on the same terms and conditions as the corresponding Access Rights granted in accordance with the GA and this PCA to the Party of which such Legal Entity was an Affiliated Entity, provided that no Legitimate Interest of such Parties opposes the grant of such licenses.

9.5.2.2 Rights granted by Affiliated Entities

Upon any Legal Entity ceasing to be an Affiliated Entity of a Party, the Access Rights previously granted by such Legal Entity to any Party and/or its Affiliated Entities under or in respect of Background, or Results, as well as the obligation to grant Access Rights upon request in the period after such ceasing, during which the Parties can still request Access Rights, shall continue in full force and effect.

9.6 Additional Access Rights

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

Initials:

9.7 Inability to grant Access Rights due to third party rights

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

9.8 Access Rights to third parties

Subject to obligations in relation to Confidential Information but notwithstanding anything else in this PCA, each Party may enter into a technical co-operation or licensing arrangement with a third party in respect of its own Results even if there are minor amounts of Results owned by another Party, or even of Background made available for Access Rights in accordance with Section 9.1.1 or 9.1.2 (associated with that other Party's Result), unavoidably incorporated into or amalgamated with such own Result. In such circumstances, and upon request of the Party entering the co-operation or arrangement, the other Party shall grant non-exclusive rights to permit such co-operation or arrangement against terms and conditions to be agreed, provided such grant does not adversely affect a Legitimate Interest of the other Party.

9.9 Access Rights for Parties entering or leaving the Consortium

9.9.1 New Parties entering the Consortium

As regards to Results generated by any Party before the Accession Date of a new Party, said new Party will be granted Access Rights to such Results as of the Accession Date of said new Party as if such Results were Background under the same terms and condition as Access Rights to Background are granted to any other Party to this PCA. The new Party is hereby deemed a third party in respect of any Confidential Information, including Confidential Information that is part of Background made available to the Action, disclosed by a Party with respect to whom this PCA has been terminated for any reasons at an effective date prior to the Accession Date of said new Party, unless otherwise provided in writing by the Party with respect to whom this PCA has been terminated.

9.9.2 Parties leaving the Consortium

9.9.2.1 Access Rights granted to and by a leaving Non-Defaulting Party

The obligations contained in this PCA with regards to Access Rights to Results and Background Needed for the Exploitation of a Party's Results, to be granted to or by a leaving Party as Non-Defaulting Party, shall continue in effect until the end of the period of time referred to in Article 9.2.4 calculated as from such effective date of termination of the PCA for such leaving Party.

Notwithstanding anything to the contrary in this PCA, Access Rights granted to and by a leaving Party shall continue after the effective date of termination.

9.9.2.2 Access Rights granted to a leaving Defaulting Party

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

A Defaulting Party shall continue to grant Access Rights pursuant to the GA and this PCA in respect of its Background and Results existing at the time of such termination as prescribed in the present PCA, as if it were still a Party to the PCA.

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

Initials:

required.

9.10 Specific provisions on Software

9.10.1 Specific Provisions for Access Rights to Software

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

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

9.10.3 The intended introduction of material (including, but not limited to Software) under Controlled License Terms in the Action requires the unanimous approval of the Parties to this Agreement to implement such introduction into the Action Plan. Such approval can be obtained through the General Assembly.

9.10.4 No Access Rights to any Background or Results shall include the right to sub-license such Background or Results upon Controlled License Terms (and accordingly none of them shall be sub-licensed upon Controlled License Terms) unless agreed expressly in writing by the Party granting the Access Rights.

9.10.5 Access Rights to Software

Access Rights to Software that are Results are subject to Section 9.4.1. and shall comprise:

- (a) Access to the Object Code; and
- (b) where normal use of such an Object Code requires an API, access to the Object Code and such an API; and
- (c) if a Party can show that the execution of its tasks under the Action or the Exploitation of its own Results is technically impossible without Access to the Source Code, access to the Source Code to the extent Needed.

Background shall only be provided in Object Code unless otherwise agreed between the Parties concerned.

9.10.6 Software license and sub-licensing rights

9.10.6.1 Results - Rights of a Party (Object Code)

Where a Party has Access Rights for Exploitation to Object Code and/or APIs that are Results, such Access Rights shall, in addition to the Access for Exploitation foreseen in Section 9.4 of this PCA, as far as Needed for the Exploitation of the Party's own Results, comprise the right:

- (a) to make an unlimited number of copies of Object Code and APIs; and
- (b) to distribute, make available, communicate to the public, market, sell and offer for sale (including using services of a third party) such Object Code and APIs as part of or in connection with products, processes or services of the Party having the Access Rights; and
- (c) to use the Object Code and API in research and development, and to create or market any product, process or service, and to use them to create or provide any service.

provided however that any such product, process or service has been developed by the Party having the Access Rights in accordance with its rights for the Exploitation of Object Code and APIs for the Party's own Results.

9.10.6.2 Results - Rights to grant sub-licenses to end-users (Object Code)

Access Rights to Object Code shall, as far as Needed for the Exploitation of a Party's own Results, comprise the right to grant to end-user customers buying/using the product/services, a sub-license to the extent as necessary for the normal use of the relevant product or service to use the Object Code or APIs alone or as part of or in connection with or integrated into products and services of the Party having the Access Rights and, as

Initials:

far as Needed:

- (a) to maintain such product/service;
- (b) to create for its own end-use interacting interoperable software in accordance with the Directive 2009/24/EC of the European Parliament and of the Council of 23 April 2009 on the legal protection of computer programs.

9.10.6.3 Background as provided under Section 9.4

Where a Party has Access Rights to Object Code and/or APIs, which is Needed and to Background as provided under Section 9.4 of this PCA, such Access Rights exclude the right to sub-license. Such sub-licensing rights may, however, be negotiated between the Parties.

9.10.6.4 Results - Rights of a Party (Source Code)

Where, in accordance with Section 9.10.5, a Party has Access Rights to Source Code that is a Result Needed for Exploitation of said Party's own Results, then such Access Rights shall comprise a worldwide right to perform, to make or have made copies, to modify or have modified, to develop, to adapt Source Code for research, to create/market a product/process and to create/provide a service against Fair and Reasonable conditions. Such rights on the Source Code, however, do not include the right to grant a sub-license to any third parties other than Affiliated Entities.

9.10.6.5 Results – Rights to grant sub-licenses to end-users (Source Code)

Access Rights to Source Code under this Section 9.10 for the Exploitation of a Party's own Results shall include the right to sub-license Source Code solely for purpose of error correction, maintenance and/or support of the Software, but only if agreed upon such right to sub-license and upon the related conditions with the granting Party.

9.10.6.6 Background (Source Code)

For the avoidance of doubt, where a Party has Access Rights to Source Code that is Background for Exploitation, such Access Rights exclude the right to sub-license to any third parties (other than Affiliated Entities). Such sub-licensing rights may, however, be negotiated between the Parties.

9.10.6.7 Specific formalities

Each sub-license granted according to the provisions of Section 9.10.6 of this PCA shall be made by a written agreement specifying and protecting the proprietary rights of the Party or Parties concerned.

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 and which has been explicitly marked as "confidential" or "secret" at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 21 calendar days from oral disclosure at the latest as Confidential Information by the Disclosing Party, is "Confidential Information".

10.2 The Recipient hereby undertakes, for a period of 5 years after the end of the Action:

- a) not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- b) not to disclose Confidential Information to any third party other than its Affiliated Entities and Subcontractors 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;

- c) to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care); and
- d) to ensure that internal distribution of Confidential Information by a Recipient, its Affiliated Entities and Subcontractors shall take place on a need-to-know basis.

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.

10.4 Each Recipient shall promptly notify 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 The Parties agree that any Background, Results, Confidential Information and/or any and all other data and/or information that is provided, disclosed or otherwise made available between the Parties during the implementation of the Action and/or for any Exploitation activities ("Shared Information"), shall not include personal data as defined by Article 2, Section (a) of the Data Protection Directive (95/46/EEC) (hereinafter referred to as "Personal Data"). Accordingly, the Parties agree that they will take all necessary steps to ensure that all Personal Data is removed from the Shared Information, made illegible, or otherwise made inaccessible (i.e. de-identify) to the other Parties prior to providing the Shared Information to such other Parties. Should any Party come into contact with Personal Data during the implementation of the Action and/or during any Exploitation activities ("Recipient of Personal Data") which has been provided, disclosed or otherwise made available by any other Party ("Provider of Personal Data"), then such Provider of Personal Data hereby instructs the Recipient of Personal Data to de-identify such information on the Provider of Personal Data and/or its Affiliated Entities' behalf and authorises Recipient of Personal Data to process the information containing Personal Data in accordance with such Provider of Personal Data and/or its Affiliated Entities' obligations as data processor(s), and Recipient of Personal Data undertakes to keep the Shared Information containing Personal Data confidential and secure until the information has been de-identified; all under and in accordance with applicable data protection laws.

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)

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.

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.

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 Counterparts

This PCA may be executed in two or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one agreement binding on the Parties, notwithstanding that the Parties are not signatories to the original or the same counterpart.

11.6 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.

11.7 Language

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

11.8 Applicable law

This PCA shall be construed in accordance with and governed by the laws of Belgium (“the **Applicable Law**”) excluding its conflict of laws provisions.

11.9 Settlement of disputes

11.9.1 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 11.9.2 of this PCA shall be applicable to any such disputes settlement.

11.9.2 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.

11.10 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.

11.11 Insurance

Each Party:

i) shall maintain in effect at its own expense during the term of this Agreement and for a period of 60 months thereafter appropriate and adequate insurance that a prudent person in the position of that party would undertake, or

ii) make other suitable arrangements to the effect that such Party can meet its obligations arising from this PCA, such as, but not limited to, a self-insurance program, or internal audits to ensure financial and scientific management of projects.

The policies of insurances shall be with insurers of good standing in the marketplace in which the Party operates.

Section 12: Signatures

AS WITNESS:

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

Initials:

SIOUX CCM B.V.

Signature(s):
Name(s): Hans Michels
Title(s): Managing Director
Date:

ZÁPADOČESKÁ UNIVERZITA V PLZNI

Signature(s):

Name(s): Miroslav Holeček

Title(s): Rector

Date:

ELEKTRONIKAS UN DATORZINĀTŅU INSTITŪTS

Signature(s):

Name(s): Ieva Tentere

Title(s): Director

Date:

REDEN B.V.

Signature(s):
Name(s): Marco Ezendam
Title(s): CEO
Date:

FUNDACION TEKNIKER

Signature(s):
Name(s): Alejandro Bengoa
Title(s): General Manager
Date:

VYSOKE UCENI TECHNICKE V BRNE

Signature(s):
Name(s): Petr Štěpánek
Title(s): Rector
Date:

ROVIMATICA S.L.

Signature(s):
Name(s): Fernando Palacios Hidalgo
Title(s): CEO
Date:

TECHNISCHE UNIVERSITEIT EINDHOVEN

Signature(s):
Name(s): ir. J.H.J. Mengelers
Title(s): President
Date:

INGENIA-CAT S.L.

Signature(s):
Name(s): Marc Vila
Title(s): CEO
Date:

TECHNOLUTION B.V.

Signature(s):
Name(s): Serge de Vos
Title(s): CTO
Date:

FAGOR AOTEK S.COOP.

Signature(s):
Name(s): Marcelino Novo
Title(s): Managing Director
Date:

GMV AEROSPACE AND DEFENCE SA

Signature(s):
Name(s): Jorge Potti
Title(s): CEO
Date:

INFORMATION TECHNOLOGY FOR MARKET LEADERSHIP (ITML) O.E.

Signature(s):
Name(s): George Bravos
Title(s): Legal representative / R&D Manager
Date:

LABORATORIO IBERICO INTERNACIONAL DE NANOTECNOLOGIA

Signature(s):

Name(s): Lars Montelius

Title(s): Director General

Date:

NEXPERIA B.V.

Signature(s):

Name(s): Charles Smit

Title(s): Legal Counsel

Date:

TECO A.S.

Signature(s):

Name(s): Jaromír Klaban

Title(s): Member of the Board

Date:

OPEN ENGINEERING S.A.

Signature(s):
Name(s): Guy Janssen
Title(s): Managing Director
Date:

Signature(s):
Name(s): Pascal De Vincenzo
Title(s): General Manager
Date:

GEFRAN S.p.A.

Signature(s):
Name(s): Ennio Franceschetti
Title(s): Chairman of the Board of Directors
Date:

UNIVERSITÀ DEGLI STUDI DI BRESCIA

Signature(s):

Name(s): Maurizio Tira

Title(s): Rector

Date:

ELECTROMAGNETIC COMPATIBILITY MCC B.V.

Signature(s):
Name(s): Mart Coenen
Title(s): CEO
Date:

**NEDERLANDSE ORGANISATIE VOOR TOEGEPAST NATUURWETENSCHAPPELIJK
ONDERZOEK (TNO)**

Signature(s):
Name(s): Rogier Verberk
Title(s): Director Semiconductor Equipment
Date:

EDILASIO CARREIRA DA SILVA LDA

Signature(s):
Name(s): António Pina
Title(s): General Manager
Date:

SIEMENS INDUSTRY SOFTWARE SAS

Signature(s):
Name(s): Dominique Thiriet
Title(s): CEO
Date:

PHILIPS MEDICAL SYSTEMS NEDERLAND B.V.

Signature(s):

Name(s): Casper Garos

Title(s): Head of External Partnership

Date:

I.M.A. INDUSTRIA MACCHINE AUTOMATICHE S.p.A.

Signature(s):

Name(s): Alberto Vacchi

Title(s): CEO

Date:

UNIVERSITA DEGLI STUDI DI MODENA E REGGIO EMILIA

Signature(s):

Name(s): Angelo Oreste Andrisano

Title(s): Dean

Date:

EVIDENCE S.r.l.

Signature(s):

Name(s): Paolo Gai

Title(s): CEO

Date:

IKERLAN S.COOP.

Signature(s):
Name(s): Marcelino Caballero Pozo
Title(s): General Managing Director
Date:

NICOLÁS CORREA S.A.

Signature(s):
Name(s): José Nicolás-Correa Barragán
Title(s): President and Managing Director
Date:

UNIVERSITY COLLEGE CORK - NATIONAL UNIVERSITY OF IRELAND, CORK

acting through its **TYNDALL NATIONAL INSTITUTE**

Signature(s):

Name(s): Cormac Harrington

Title(s): Head of Operations, Tyndall National Institute, University College Cork

Date:

JOHNSON & JOHNSON VISION CARE (IRELAND)

Signature(s):

Name(s): Gerry Greaney

Title(s): Finance Director

Date: