



## WHEREAS:

- (A) The Parties have signed in January 2017 B4 Consortium Agreement in order to set forth the terms and conditions of cooperation of the Parties and their respective rights and obligations with the aim to ensure that the membership of the Consortium in the SJU is effective and successful as well as also to regulate participation of the B4 Consortium in the A6 Group and its representation in A6 Group bodies;
- (B) Because of the need to simplify processing of cash contribution collection by PANSAs it was advised to provide in the Agreement a bank account established by PANSAs in order to allow the Parties the payments under Art. 8.3 and 8.4 of the Agreement;
- (C) The Legal Team and Financial Team established at the very beginning of the B4 Consortium continue to work providing their support despite the fact they have not been mentioned in the Agreement.

## THE PARTIES HEREBY AGREE AS FOLLOWS:

### Article 1

#### CHANGES OF THE AGREEMENT

**1.1** The Parties agree to amend the Agreement in the following manner:

**1.1.1** Article 4.1 of the Agreement is replaced as follows:

“The governance structure of the Consortium shall consist of the following permanent Consortium Bodies:

- a) Steering Board (“**Board**”);
- b) Strategy Board (“**STRAT**”);
- c) B4 Contribution Team (“**B4CT**”);
- d) B4 Financial Team („**FIN**”);
- e) B4 Legal Team („**LEG**”).”

**1.1.2** Article 4.3.6 letter k) of the Agreement is replaced as follows:

“provide guidance and information to the B4CT, FIN, LEG and working groups;”

**1.1.3** Article 4.3.6 letter l) of the Agreement is replaced as follows:

“decide on issues escalated to STRAT by B4CT, FIN or LEG;”

**1.1.4** Article 4.3.6 letter p) of the Agreement is replaced as follows:

“adopt its Rules of Procedure and the Rules of Procedure of the B4CT, FIN and LEG and approve their changes”

**1.1.5** Letter q) is added to Art. 4.3.6 of the Agreement worded as follows:

“appoint Leader of B4 Financial Team for infinite term out of FIN Members and recall Leader of B4 Financial Team”

**1.1.6** Letter r) is added to Art. 4.3.6 of the Agreement worded as follows:

“appoint Leader of B4 Legal Team for infinite term out of LEG Members and recall Leader of B4 Legal Team”

**1.1.7** Article 4.6 is added to Art. 4 of the Agreement worded as follows:

“B4 Financial Team is hereby established to organize and deliberate on the financial aspects of the Consortium’s (Gross/Total) Contributions to the SESAR 2020 Programme and implementation of Actions related to its execution and preparation of the financial aspects of the future Consortium’s BAFOs. The FIN shall report to the STRAT.

#### **Composition**

4.6.1 The FIN shall consist of one financial expert per a Party as being notified by each Party to all the other Parties (“**FIN Member**”). Each Party has the right to recall and replace its FIN Member in accordance with 1<sup>st</sup> sentence of this Art. 4.6.1.

4.6.2 The FIN shall be led by one of its Members appointed as a Leader of FIN by the STRAT.

#### **Votes and Decision-making**

4.6.3 Each FIN Member shall have one vote.

4.6.4 The FIN shall not validly deliberate and decide unless at least three FIN Members participate or are duly represented based on the written power of attorney given by respective Consortium Participant.

4.6.5 The FIN shall adopt the decisions by qualified majority of three votes, unless outvoted FIN Member had applied right to veto a decision approved by the other FIN Members. If a FIN Member exercises its veto right, the decision is deemed as not adopted and is *ipso jure* escalated to the STRAT for a decision at its next meeting.

#### **Powers and responsibilities**

4.6.6 The FIN shall, in particular, have the following competences:

- a) Prepare Financial Statements in line with H2020 Grant Agreements;
- b) Prepare Cost Breakdown Tables according to SESAR Joint Undertaking Membership Agreement;
- c) provide input on position of the Consortium regarding financial aspects of the Consortium’s membership in the SJU and execution of SESAR 2020 Programme to be presented and defended by the Consortium representative(s) at respective forums and groups related to financial aspects of SESAR 2020;
- d) provide direct support to B4 Contribution Manager.

4.6.7 Each FIN Member shall provide direct support to his/her STRAT Member in all matters and issues regarding financial aspects of participation of Consortium in the SJU and implementation of Actions by Consortium Participants.

4.6.8 Each FIN Member shall provide direct support to his/her B4CT Member in all matters and issues related to the financial reporting processes”

**1.1.8** Article 4.7 is added to Art. 4 of the Agreement worded as follows:

"B4 Legal Team is hereby established to organize and deliberate on the legal aspects of implementation of Actions related to its execution and preparation of the legal aspects of the future Consortium's BAFOs. The LEG shall report to the STRAT.

#### **Composition**

- 4.7.1 The LEG shall consist of one legal expert per a Party as being notified by each Party to all the other Parties ("**LEG Member**"). Each Party has the right to recall and replace its LEG Member in accordance with 1<sup>st</sup> sentence of this Art. 4.7.1.
- 4.7.2 The LEG shall be led by one of its Members appointed as a Leader of LEG by the STRAT.

#### **Votes and Decision-making**

- 4.7.3 Each LEG Member shall have one vote.
- 4.7.4 The LEG shall not validly deliberate and decide unless at least three LEG Members participate or are duly represented based on the written power of attorney given by respective Consortium Participant.
- 4.7.5 The LEG shall adopt the decisions by qualified majority of three votes, unless outvoted LEG Member had applied right to veto a decision approved by the other LEG Members. If a LEG Member exercises its veto right, the decision is deemed as not adopted and is *ipso jure* escalated to the STRAT for a decision at its next meeting.

#### **Powers and responsibilities**

- 4.7.6 The LEG shall, in particular, have the following competences:
- a) provide guidance to Board, STRAT and other Consortium Bodies regarding legal aspects of participation of Consortium in the SJU and implementation of Actions by Consortium Participants,
  - b) report to STRAT legal problems regarding legal aspects of participation of Consortium in the SJU and implementation of Actions by Consortium Participants,
  - c) provide input on position of Consortium regarding legal aspects of participation of Consortium in the SJU and implementation of Actions by Consortium Participants",
  - d) provide direct support to B4 Contribution Manager.
- 4.7.7 Each LEG Member shall provide direct support to his/her STRAT Member in all matters and issues regarding legal aspects of participation of Consortium in the SJU and implementation of Actions by Consortium Participants.
- 4.7.8 Each LEG Member shall provide direct support to his/her B4CT Member in all matters and issues regarding legal aspects of technical implementation of Membership Agreement and Grant Agreements by individual Consortium Participants.

**1.1.9** Article 5.5 letter e) of the Agreement is replaced as follows:

"maintain in its name solely for the purpose of payments under Art. 8.3 and 8.4 herein the following operational bank account denominated in Euro:

Bank Gospodarstwa Krajowego

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■■■■ ■■■■ ■■■■ ■■■■

**1.1.10** Article 8.3 of the Agreement is replaced as follows:

“Each Consortium Participant undertakes to transfer to the Coordinator’s bank account as per Art. 5.5 e) herein one seventh (1/7) of its share of the Cash Contribution as per Art. 8.2 herein unless the SJU Administrative Board decides on other amount of Cash Contribution of the Consortium, thereafter one seventh (1/7) of its share of the Cash Contribution pursuant to such decision of the SJU Administrative Board, calculated in proportion to amounts as per Art. 8.2 herein, in both cases not later than 15 June of every year during the duration of the Membership Agreement. The first one seventh (1/7) of its share shall be transferred not later than 15 June 2017. The Coordinator shall inform the Consortium Participants in due time on any SJU decisions related to Cash Contribution, in particular on the adjustment of the amount of the last annual payment as per Sec. 10.2.3 of the Membership Agreement.”

**1.2** All other provisions of the Agreement and its Annexes remain unchanged.

## Article 2

### TRANSITIONAL PROVISIONS

- 2.1** STRAT taking in to account letter c) of the Preamble to the Amendment shall without unnecessary delay confirm the membership of representatives of the Parties in FIN and LEG, Leaders of FIN and LEG as well as adopt Rules of Procedure of the FIN and LEG.
- 2.2** After being signed by all Consortium Participants, the Amendment shall come into force on the day following the day of its publication in the central register of the contracts maintained in the Slovak Republic or following the day of its publication in the register of contracts maintained in the Czech Republic, whichever occurs later. LPS SR and ANS CR shall promptly arrange for the publication of the undersigned Amendment in the respective register of the contracts and inform the other Consortium Participants thereon.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed on its behalf, by its authorized representative:

For and on behalf of

ANS [Redacted]  
24 - 10 - 2018

Jan Klas, Director General



Air Navigation Services  
of the Czech Republic (ANS CR)  
Navigační 787  
252 61 Jeneč  
Czech Republic

(2)

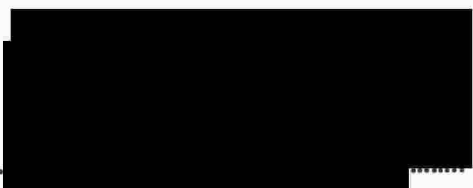
**Letové prevádzkové služby Slovenskej republiky, štátny podnik**

(v skratke "LPS SR, š. P") **Letové prevádzkové služby Slovenskej republiky,  
štátny podnik**

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SLOVAK REPUBLIC  
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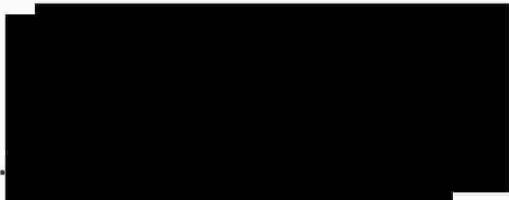


**ORO NAVIGACIJA**



**Mindaugas Gustys, Director General**

**PANSA**



**Janusz Janiszewski, Acting President**



## POWER OF ATTORNEY

