

BY-LAWS of ARTEMIS-IA

Preamble

- a. These are the By-Laws as referred to in Article 26 of the Articles of Association of ARTEMISIA, as defined below, hereinafter the “**Articles of Association**”.
- b. It has been discussed and decided in the Steering Board and the Presidium, as defined below, that the members of ARTEMISIA wish to participate together with the association under French law, “**AENEAS**” and the association under German law, “**EPoSS**”, the Commission of the European Communities (the “**Commission**”) and Member States and possibly Associated Countries of the Union and other countries pursuing research and innovation policies or programmes in the technology fields referred to here below or legal entities that support directly or indirectly research and innovation in these technology fields in a Member State of Associated State of the Union in a joint undertaking to implement a joint technology initiative in the fields of micro- and nanoelectronics, embedded/cyber-physical and smart integrated systems and applications (the “**JU**”) established under article 187 of the Treaty on the Functioning of the European Union on the basis of a regulation of the Council of the European Union with No. : 561/2014 (the “**Council Regulation**”).
- c. WHEREAS the European Commission has formulated in the statutes of the JU a financial commitment for the envisaged members of the JU to support the administrative costs of the JU and part of this contribution to the Administrative Cost, as defined below, is the financial commitment of ARTEMISIA towards the JU, as further arranged between ARTEMISIA, AENEAS and EPoSS.

ART. 1: DEFINITIONS

1. All terms used with capital letters herein, and not defined in these By-Laws, shall have the meaning assigned to it in the English version of the Articles of Association, unless clearly intended otherwise. In addition the following capitalized terms shall have the meanings set forth below:
 - 1.1 “**Administrative Costs**” shall mean the costs of the JU necessary for the functioning of the JU and included in the applicable approved annual budget plan of the JU, excluding the funding of research, development and innovation activities by the JU.
 - 1.2 “**ARTEMISIA**” shall mean the association under Dutch law with registered office at High Tech Campus 69, 5656 AG Eindhoven, The Netherlands.
 - 1.3 “**ARTEMISIA activities**” shall mean all actions and activities carried out by ARTEMISIA in view of and in accordance with the purpose of ARTEMISIA as set out in Article 2 of the Articles of Association.
 - 1.4 “**Articles of Association**” shall mean the articles of association of ARTEMISIA, as amended from time to time.
 - 1.5 “**Associated Company**” shall mean with respect to each of the Members any corporation or other legal entity that directly or indirectly Controls, is Controlled by, or is under common Control with, such Member, but only with respect to the period said

Control continues.

1.6 “Contribution” shall mean the contribution to be made by Members and Associates, respectively, to ARTEMISIA as set by the General Assembly, and as further detailed in Article 2 of these By-Laws.

1.7 “(to) Control” shall mean (to have) the power, whether or not actually exercised, to direct the management and affairs of another corporation or other legal entity, directly or indirectly, whether through the ownership of a majority of the issued and outstanding voting securities, of such a corporation and/or legal entity, or through the right to elect a majority of the members of the board of directors (or of a body corporate with equivalent powers to direct and manage such corporation and/or legal entity) of such corporation and/or legal entity, by contract or otherwise. In the case of a corporation, (to have) the direct or indirect ownership of more than fifty per cent (50%) of its outstanding share capital shall in any case be deemed to confer (to) Control.

1.8 “Council Regulation” shall have the meaning attributed to it in preamble b. of these By-Laws.

1.9 “Declaration of Acceptance” shall mean the declaration in the form as attached hereto as an **Annex** for Non-Members participating in JU Projects.

1.10 “Fixed Contribution” shall mean the part of the Contribution set by the General Assembly on the basis of Article 4 paragraph 3, first sentence, and Article 7 paragraph 2, respectively, of the Articles of Association as specified in clause 2.1.

1.11 “General Assembly” shall mean the general assembly of the Members of ARTEMISIA.

1.12 “Group” shall mean a group of companies and/or other legal entities under the same common Control and the Controlling company or other legal entity.

1.13 “In-Kind Contribution” shall mean the Total Costs to be incurred by a JU Project Participant for executing a JU-Project, as specified for that JU Project Participant in the relevant PAB decision, minus the funding received on such JU Project from the JU and the ECSEL Member States (as these states are defined in Article 2.2 of the Annex to the Council Regulation).

1.14 “JU” shall have the meaning as attributed thereto in preamble b. of these By-laws.

1.15 “JU Association” shall mean any one of the three associations, ARTEMISIA, ANEAS and EPoSS, as described in preamble b., and “JU Associations” shall mean two or all of them together, as the context determines.

1.16 “JU Project” shall mean a research, development and/or innovation project

that is selected by the JU, upon a call for proposals .

1.17 “JU Project Participant” shall mean a participant in a JU Project, being party to a Project Agreement.

1.18 “Maximum Possible Funding” shall mean the total of the maximum of the funding that a JU Project Participant may receive from the JU and the national funding authorities in the context of a JU Project, as specified for such JU Project Participant in the relevant PAB Decision.

1.19 “Member”, “Corporate-Member”, “Public Research organisation-Member”, “SME-Member” and “Associate” shall have the meaning, as defined in the Articles of Association.

1.20 “Non-Member” shall mean each JU Project Participant that:

- (i) is not a Member of ARTEMISIA, and
- (ii) is not an Associated Company of a Member.

1.21 “PAB Decision” shall mean the decision on funding of a JU Project by the Public Authority Board of the JU, as defined in Clause 10 of the Annex to the Council Regulation

1.22 “President” and “Vice-President” shall mean the president and any vice-president of ARTEMISIA.

1.23 “Project Agreement” shall mean the agreement setting forth all or part of the terms and conditions that apply to a JU Project between all JU Project Participants, being referred to in Article 20 of the rules for the participation and dissemination in Horizon 2020 as the “consortium agreement”

1.24 “Secretary” shall mean the Vice-President of ARTEMISIA that is secretary of ARTEMISIA.

1.25 “Steering Board”, “Presidium” and “Secretary-General”, shall have the meaning, as defined in the Articles of Association.

1.26 “Total Costs” shall mean the total costs to be incurred by a JU Project Participant for executing a JU-Project, as far as eligible for funding by the JU and/or the national funding authorities.

1.27 “Variable Contribution” shall mean the part of the Contribution set by the General Assembly on the basis of Article 4 paragraph 3, second sentence, and Article 7 paragraph 3, respectively, of the Articles of Association as specified in clause 2.2 (i), whether or not modified upon a proposal from the Steering Board.

ART. 2: CONTRIBUTION

Each Member pays a Contribution to the Association. Such Contribution, together with other income of the Association, must always be sufficient to serve as sustainable coverage of the cost of the ARTEMISIA activities and ARTEMISIA's obligations to contribute to the Administrative Cost of the JU, as referred to in preamble c. of these By-Laws and must be in accordance with the annual budget of the Association, determined and approved by the Steering Board and the General Assembly.

In the General Assembly the Members may only vote in favor of any proposal by the Steering Board to the General Assembly regarding Contribution if such proposal is in accordance with the provisions of this Article 2.

2.1 Fixed Contribution: The Members and Associates pay, on dates to be set by the Steering Board or General Assembly, an annual Fixed Contribution. The first Fixed Contribution is set as follows:

- (i) 10,000 euros for Corporate Members, not falling in the category as defined under subclause (ii) below
- (ii) 5,000 euros for Corporate Members with a world-wide turnover of the Group to which they belong of less than 500 Million euros in the financial year 2013; and
- (iii) 1,000 euros for SMEs-Members, Public Research organization- Members and Associates,

The Fixed Contribution may be amended from time to time by the General Assembly upon the proposal of the Steering Board.

2.2 Variable Contribution:

- (a) The Members and Associates each pay an annual Variable Contribution according to the following provisions:
 - (i) The Variable Contribution payable per Member and Associate, respectively, in a financial year is a percentage of a Member's or Associate's, respectively, and its Associated Companies' Maximum Possible Funding in JU-Projects in the relevant financial year. This percentage is to be established by the General Assembly for each financial year. The initial percentage shall be 3.3%. The maximum percentage is 3.3%.
 - (ii) In case the grant agreement contains information with respect to the Maximum Possible Funding from the JU that is different from the corresponding information in the PAB decision, then the information in the grant agreement will be leading in determining the Variable Contribution for the Member or Associate involved. The Variable Contribution shall be charged per financial year and is payable on the dates as to be set by the Steering Board or General Assembly. In view of article 6.2 of these By-Laws, the amount of the Variable

Contribution, once invoiced, shall be regarded as not disputed, if such amount is not disputed in writing by the Member within five months] after the date of the relevant invoice, without prejudice, however, to article 2.2 (a) (iv).

- (iii) Unless already decided by the General Assembly, the Steering Board may determine that Members and Associates shall pay an advance in respect of the Variable Contribution due for a financial year. The advance payable by a specific Member or Associate, respectively, in a financial year is based on the assumption that accrual of the Total Cost by a JU Project Participant takes place on a more or less linear time basis throughout the duration of the JU Project. The Steering Board may determine that such advance is payable in installments and the Steering Board determines the dates on which such advance, or installments, as the case may be, is/are due and payable.
- (iv) Upon request of a Member or Associate, as soon as reasonably possible after the finalisation of a JU Project, on the basis of information from the JU and the national funding authorities, provided by the Member or Associate concerned, ARTEMISIA shall compute the difference between the actual Variable Contribution due by each such Member and Associate and the advances paid by such Member or Associate in respect of such JU Project and notify each such Member and Associate in writing whether such difference is more than 10 %. If the advances paid by a Member or Associate in respect of a JU Project are more than 10% less than the actual Variable Contribution that is due, such Member or Associate shall pay such difference to ARTEMISIA within 60 days after receipt of such notification. If the advances paid by a Member or Associate in respect of the relevant JU Project are more than 10% over the actual Variable Contribution that is due, ARTEMISIA shall pay such difference to such Member or Associate, respectively, within 60 days of dispatch of such notification.
- (b) The Variable Contribution, including the advances and installments, if any, may be invoiced by and paid to one of the other JU Associations or even a third party, if so agreed upon between ARTEMISIA and the other JU Associations and/or the third party. If so agreed upon, ARTEMISIA shall notify in writing the JU Project Participants involved thereof in a timely manner, and any such payment by such JU Participants will discharge the JU Project Participants from their obligation under this clause 2.2. The Variable Contribution will be transferred by that other JU Association or third party to ARTEMISIA upon payment by the JU Project Participant.

2.3 Cost Breakdown, Reporting of In-Kind Contribution and Maximum Possible Funding:

- (a) A JU Project may consist of activities that fall in the technology field of not only ARTEMISIA, but also in that of one of the other two JU Associations. The field of technology of AENEAS is micro and nano-electronics; the field of technology of EPoSS is smart integrated systems. If a JU Project relates to more than only the technology field of ARTEMISIA, upon request from ARTEMISIA, the Member(s) involved in such JU Project shall procure that

the proposal for such JU Project contains a breakdown of the percentages of the Total Cost to be made per JU Project Participant per field of technology of each JU Association to be addressed in such Project, which breakdown may be reviewed by an expert on behalf of the three JU Associations.

- (b) Each Member reports in writing to ARTEMISIA,
- within one month after the start of each JU Project the Maximum Possible Funding for such Member and its Associated Companies in such JU Project, and
 - before 31 January of each financial year, the audited In-Kind Contribution of such Member and of its Associated Companies in the previous financial year according to (i) the usual cost accounting practices of the Member concerned, or (ii) to the applicable accounting standards of the country where the Member concerned or any of its Affiliated Companies is established, or (iii) to the applicable International Accounting Standards / International Financial Reporting Standards, applicable to such Member or to any of its Affiliated Companies.
 - In case such reporting on Maximum Possible Funding or In-Kind Contribution is not received by ARTEMISIA, or not in a timely manner, ARTEMISIA will use the information from the relevant PAB decision and grant agreement to determine the Variable Contribution, which, however, will have no effect on the reporting obligations of the Members and Associate as set out herein.

2.4 Survival of Obligations:

The Obligations

- (i) to pay Variable Contribution,
- (ii) to pay Variable Contribution for Non-Contributing Non-Members as laid down in Article 3; and
- (iii) to report, if applicable, in accordance with Article 2.3 the Maximum Possible Funding and the In-Kind Contribution in respect of JU Projects for which a Member, or any of its Associated Companies, has entered into a Project Agreement during the period in which it was a Member or Associate, as the case may be,

shall survive the termination of such membership or associate-ship, as if the Member or Associate in respect of which such membership or associate-ship has terminated would still be Member or Associate respectively.

ART. 3: COOPERATION IN JU PROJECTS WITH NON-MEMBERS

- (a) In view of Non-Members benefiting from the costs and expenses made by the JU in fulfilling its tasks as set out in the Council Regulation to the benefit of research, development and innovation actors in the field of embedded and cyber-physical systems, each Member uses reasonable efforts to ensure that, in JU Projects in which

it participates, each Non-Member participating in the same JU Project shall commit itself in writing towards ARTEMISIA, by execution of a Declaration of Acceptance or otherwise, to pay the Variable Contribution as if it were a Member and to report to ARTEMISIA in writing its Maximum Possible Funding in accordance with such Declaration of Acceptance. Non-Members that have committed themselves in accordance with the preceding sentence shall be referred to as “Contributing Non-Members”. All other Non-Members shall be referred to as “Non-Contributing Non-Members”.

(b) For JU Projects, each of the Corporate Members is obliged, for the benefit of ARTEMISIA and of the other Members, that if it enters into a Project Agreement with a Non-Contributing Non-Member, to (1) report the Maximum Possible Funding of such Non-Contributing Non-Member as would have been required by the Non-Contributing Non-Member as an obligation under a Declaration of Acceptance if such Non-Contributing Non-Member would have been a Contributing Non-Member and (2) pay an amount to ARTEMISIA that is equal to its and its Associated Companies’ Maximum Possible Funding in the JU Project concerned divided by the total Maximum Possible Funding in that JU Project of all Corporate Members in that JU Project, times the Variable Contribution to ARTEMISIA that such Non-Contributing Non-Member would have had to pay in accordance with article 2.2 (i) if it had been a Contributing Non-Member, it being understood that such payment obligation of the Corporate Member is never more than 50% of the Variable Contribution that the Corporate Member itself and its Associated Companies together are due to pay in such JU Project.

ART. 4: PCA AND INTELLECTUAL PROPERTY

ARTEMISIA may develop a Model Project Cooperation Agreement (“MPCA”) that fully complies with the rules for participation and dissemination in Horizon 2020 and contains additional clauses as deemed useful by ARTEMISIA for its Members. Each Member may or may not use this MPCA when entering into a JU Project with other JU Project Participants, it being understood that any arrangement regarding intellectual property in a project cooperation agreement may not be in conflict with the provisions of the rules for participation and dissemination in Horizon 2020 .

ART. 5: TAKING PART IN JU PROJECTS

Each Member shall use reasonable endeavours to take part in JU Projects from time to time, subject, however, to its own sole assessment at its sole discretion, to such Member’s legitimate business interest.

ART. 6: DISPUTES

6.1 Any dispute of whatever nature between ARTEMISIA on the one hand and one or more Members or Associates on the other hand, in respect of or arising out of the Articles of Association or these By-Laws, shall be settled amicably. If such a settlement fails, the dispute shall be settled in accordance with the ADR Rules of the International Chamber of Commerce (“ICC”), and, if this does not result in a settlement of the dispute within a period of two months following the filing of a request for ADR pursuant to the said Rules, it shall, unless the parties involved in the

dispute jointly agree differently, be finally settled by arbitration in accordance with the Rules of Arbitration of the ICC by three (3) arbitrators, in which case the chairman shall be of juridical education, or such lower number of arbitrators as the parties to the dispute may agree upon in writing, appointed in accordance with said Rules. Such arbitration shall be held in The Hague, and shall be conducted in the English language.

- 6.2 However, without prejudice to the previous paragraph, in case of collection of Fixed Contributions and/or Variable Contributions, whether payable by Members of by Contributing Non-Members, the competent courts of The Hague, The Netherlands shall always be competent to decide on the matter, if the amount of the Variable Contribution is not disputed by the Member concerned.

ART. 7: LAW AND LANGUAGE

These By-Laws shall be governed and construed in accordance with the laws of the Netherlands, without giving effect to its conflict of laws provisions. They are written in the English language. In any case of a conflict between the English version and any translation into other languages, these By-Laws in English shall prevail.

ART. 8: AMENDMENTS

These By-Laws may be amended from time to time in accordance with the Articles of Association.

ART. 9: CONFLICTING PROVISIONS

In the event of a conflict or incompatibility of any of the provisions of these By-Laws with the provisions of the Articles of Association, the latter shall always prevail.

ART. 10: Effective Date

These Bylaws entered into force in their present form on 27 June 2014.

ANNEX

Declaration of Acceptance

(Applicant full address):

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Date:

Declaration of Acceptance

To ARTEMISIA
f.a.o. the Steering Board
High Tech Campus 69
5656 AG Eindhoven
The Netherlands

Dear Sirs, Madams,

- Even though we are not a member of ARTEMISIA, we recognize that we benefit from the costs and expenses made by the JU in fulfilling its tasks as set out in the Council Regulation to the benefit of research, development and innovation actors in the field of embedded and cyber-physical systems. In view of this, we hereby declare to you, also for the benefit of the other participants in the Project, that we accept and agree to pay you an amount equal to 3.3¹% of our and our Associated Companies' (as defined below) Maximum Possible Funding (as defined below) for the execution of the Project during the entire duration of the Project, hereinafter referred to as the "Variable Contribution". In case the grant agreement contains information with respect to the Maximum Possible Funding from the JU that is different from the corresponding information in the relevant PAB Decision, then the information in the grant agreement will be leading in determining our Variable Contribution.

- In addition we agree to report in writing to ARTEMISIA within one month after the start of the Project the Maximum Possible Funding for us in view of the Project. In case such reporting on Maximum Possible Funding is not received by ARTEMISIA or not in a timely manner, ARTEMISIA will use the information from the relevant PAB Decision and grant agreement to determine the Variable Contribution, which, however, will have no effect on our reporting obligations as set out herein.

- The amount of the Variable Contribution, once invoiced to us, shall be regarded as undisputed, if such amount is not disputed by us in writing within five months after the date of the relevant invoice.

¹ Or any other percentage established by the General Assembly

- Furthermore, we agree to pay an annual advance in respect of the Variable Contribution payable as set out above, as may be set by ARTEMISIA on the basis of the assumption that accrual of our Total Cost in the Project takes place on a more or less linear time basis throughout the duration of the Project.
- Artemisia may determine that such advance shall be payable in instalments and Artemisia shall determine the dates on which such advance, or instalments, as the case may be, is/are due and payable.
- The Variable Contribution, including the advances and installments, if any, may be invoiced by one of the other JU Associations or even a third party, if so agreed upon between ARTEMISIA and these other JU Associations and/or such third party. If so agreed upon, ARTEMISIA shall notify us in writing thereof in a timely manner, and any such payment by us will discharge us from our obligation to pay the Variable Contribution to ARTEMISIA. In such case, the Variable Contribution will be transferred by that other JU Association or third party to ARTEMISIA upon payment by us.
- Upon our request, as soon as reasonably possible after the finalisation of the Project, ARTEMISIA will compute, on the basis of information from the JU and the national funding authorities, provided by us, the difference between the actual Variable Contribution due by us and the advances paid by us in respect of the Project and notify us in writing whether such difference is more than 10 %. If the advances paid by us in respect of the Project are more than 10% less than the actual Variable Contribution that is due, we shall pay such difference to ARTEMISIA within 60 days of receipt of such notification. If the advances paid by us in respect of the Project are more than 10% over the actual Variable Contribution that is due, ARTEMISIA shall pay such difference to us, within 60 days of dispatch of such notification.
- This declaration shall be governed and construed in accordance with the laws of The Netherlands, without giving effect to its conflict of laws provisions. Any dispute between ARTEMISIA and us shall, if not settled amicably between us, finally be settled by the competent court of The Hague, The Netherlands.
- For the purpose of this document the following terms starting with a capital shall have the meaning as set forth below:

“Associated Company” shall mean any corporation or other legal entity that directly or indirectly Controls us, is Controlled by us, or is under common Control with us, but only with respect to the period said Control continues.

“(to) Control” shall mean (to have) the power, whether or not actually exercised, to direct the management and affairs of another corporation or other legal entity, directly or indirectly, whether through the ownership of a majority of the issued and outstanding voting securities, of such a corporation and/or legal entity, and/or (to have) the right to elect a majority of the members of the board of directors (or of a body corporate with equivalent powers to direct and manage such corporation and/or legal entity) of such corporation and/or legal entity, by contract or otherwise. In the case of a corporation, (to have) the direct or indirect ownership of more than fifty per cent (50%) of its outstanding share capital shall in any case be deemed to confer (to) Control.

“**Council Regulation**” shall mean the Regulation of the Council of the European Union Setting up the "ECSEL Joint Undertaking", with No. 561/2014/EU.

“**JU**” shall mean the joint undertaking to implement a joint technology initiative in the field of micro- and nano electronics, embedded/cyber-physical and smart integrated systems and applications, to be established under article 187 of the **TFEU** on the basis of the **Council Regulation** .

“**JU Association**” shall mean any one of the three associations, ARTEMISIA, the association under French law AENEAS, and the association under German law EPoSS, together with whom ARTEMISIA forms the private members to the JU, and “**JU Associations**” shall mean two or all of them together, as the context determines.

“**Maximum Possible Funding**” shall mean the maximum funding that we may receive from the JU and/or from de national funding authorities, as specified for us in the PAB Decision.

“**PAB Decision**” shall mean the decision on funding of the Project by the Public Authority Board of the JU, as defined in Clause 10 of the Annex to the Council Regulation.

“**Project**” shall mean: [**Include name and description of JU Project**]

“**Total Costs**” shall mean the total costs to be incurred by us and our Associated Companies for executing a JU-Project, as far as eligible for funding by the JU and/or the national funding authorities.

[name of the entity making this declaration]

.....
Name:

Function:

Place of Business:

Date: