(Applicant full address):

Company name:

Address:

City:

Country:  Date:

# Declaration of Acceptance ARTEMIS projects

To be addressed to ARTEMIS Industry Association

Attn. Steering Board

High Tech Campus 69-3

5656 AG Eindhoven

The Netherlands

Dear Sirs, Madams,

1. Even though we are not a member of ARTEMIS-IA, we recognize that we benefit from the costs and expenses made by the ECSEL JU in fulfilling its tasks 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 amounts equal to1.5% of our and our Associated Companies’ (as defined below) Total Costs (as defined below) incurred in the execution of the Project in each year during which we participated in the Project.

2. We recognize that this declaration only applies to projects that were approved for funding by the ARTEMIS Joint Undertaking (”Artemis Projects”), which has terminated per 27 June 2014 and whose tasks with respect to Artemis Projects are now being fulfilled by the ECSEL JU until such projects are finalised.

3. In addition we agree to report in writing to ARTEMIS-IA:

* + - 1. within three (3) months after the end of any calendar year during which we participated in the Project, our and our Associated Companies’ Total Costs in the Project.
      2. before October 1 of each calendar year, a reasonable forecast of our and our Associated Companies’ Total Costs in the Project in that calendar year.

4. The amounts payable by us as referred to under item 1. above, once invoiced to us, shall be regarded as undisputed by us, if such amount is not disputed by us in writing within five months after the date of the relevant invoice.

5. Furthermore, we agree to pay an advance in respect of the annual amounts payable as set out above, as may be set by ARTEMIS-IA on the basis of a reasonable estimation of ARTEMIS-IA of the amounts to be due by us in respect of a relevant financial year, in which estimation AREMIS-IA shall take into account our reasonable forecast of Total Costs as referred to under [(b)](#_bookmark16) above for the relevant financial year.

ARTEMIS-IA may determine that such advance shall be payable in instalments and ARTEMIS-IA shall determine the dates on which such advance, or instalments, as the case may be, is/are due and payable. As soon as reasonably possible after the lapse of each calendar year, ARTEMIS-IA shall compute the difference between the actual amount due by us and the advances paid us in respect of such calendar year and notify us in writing of any such difference.

6. Upon our request, as soon as reasonably possible after the finalisation of the Project, on the basis of information from the successor in fulfilling the tasks of the ARTEMIS Joint Undertaking (the ECSEL JU) and the national funding authorities, provided by us, ARTEMIS-IA shall compute the difference between the actual amount 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 in respect of the Project are more than 10% less than the actual amount due, we shall pay such difference to ARTEMIS-IA within 60 days after receipt of such notification. If the advances paid in respect of the relevant Project are more than 10% over the actual amount due, ARTEMIS-IA shall pay such difference to us within 60 days of dispatch of such notification.

7. Further 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.

**“Control”** shall mean the power, whether or not normally exercised, to direct the management and affairs of another corporation or other legal entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. In the case of a corporation, 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 control.

**“Council Regulation”** shall mean Regulation of the Council of the European Union establishing the "ECSEL Joint Undertaking" of 6 May 2014 with Council Regulation (EU) No 561/2014

**“ECSEL JU”** shall mean the legal entity that is established with the Council Regulation in view of a joint technology initiative, as referred to in Art. 187 of the Treaty on the Functioning of the European Union.

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

**“Total Costs**” shall mean our and our Associated Companies’ total costs and expenses incurred in the Project for executing the Project, to the extent funding by the ECSEL JU provided to us is based on such costs and expenses.

(name of the entity making this declaration):

Name:

Function:

Place of Business:

Date:  (signature)

# Annex to DoA:

Invoice address and contact:

Name:

Address:

Postal code:

City:

Country:

Phone number:

E-mail address:

VAT number company: