

## **Amendment to §7 (3) of the Statutes**

- (a) The Members each pay an annual Variable Contribution in relation to their benefits from their participation in the JU ECSEL according to the following provisions:
- (i) The Variable Contribution payable per Member, respectively, in a financial year is a percentage of a Member's 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 ECSEL that is different from the corresponding information in the ECSEL Public Authorities Board (PAB) decision, then the information in the grant agreement will be leading in determining the Variable Contribution for the Member involved. The Variable Contribution shall be charged per financial year and is payable on the dates as to be set by the Board or General Assembly. 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 Board may determine that Members shall pay an advance in respect of the Variable Contribution due for a financial year. The advance payable by a specific Member 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 Board may determine that such advance is payable in installments and the 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, as soon as reasonably possible after the finalisation of an JU Project, on the basis of information from the JU and the national funding authorities, provided by the Member concerned, EPOSS shall compute the difference between the actual Variable Contribution due by each such Member and Associate and the advances paid by such Member 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 in respect of a JU Project are more than 10% less than the actual Variable Contribution that is due, such Member shall pay such difference to EPOSS within 60 days after receipt of such notification. If the advances paid by a Member in respect of the relevant project are more than 10% over the actual Variable Contribution that is due, EPOSS shall pay such difference to such Member within 60 days of dispatch of such notification.
  - (v) 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 EPOSS and the other JU Associations and/or the third party. If so agreed upon, EPOSS 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. The Variable Contribution will be transferred by that other JU Association or third party to EPOSS upon payment by the JU project participant.
- (b) A JU Project may consist of activities that fall in the technology field of not only EPOSS, 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 Artemis-IA is embedded and cyber physical systems. If a JU Project relates to more than only the technology field of EPOSS, upon request from EPOSS, 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.
- (c) Each Member reports in writing to EPOSS,
- 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 EPOSS, or not in a timely manner, EPOSS 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 as set out herein.

(d) Survival of Obligations:

The Obligations

(i) to pay Variable Contribution,

(ii) to pay Variable Contribution for non-contributing Non-Members as laid down in §7(3)(e); and

(iii) to report, if applicable, in accordance with §7(3)(c) 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, as the case may be, shall survive the termination of such membership, as if the Member or Associate in respect of which such membership has terminated would still be Member.

- (e) 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 smart integrated 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 EPOSS, by execution of a Declaration of Acceptance or otherwise, to pay the Variable Contribution as if it were a Member and to report to EPOSS 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”.
- (f) For JU Projects, each of the Corporate Members is obliged, for the benefit of EPOSS and of the other Members, that if it enters into a Project Agreement with a Non-Contributing Non-Member, to (i) 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 (ii) pay an amount to EPOSS 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 EPOSS that such Non-Contributing Non-Member would have had to pay in accordance with §7(a)(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.