



(Applicant full address):

Company name:

Address:

City:

Country:

Date:

Declaration of Acceptance ECSEL Projects

To be addressed to:

EPoSS e.V.

Steinplatz 1

10623 Berlin

Germany

Fax: +49 30 310078-225

Dear Sir,

Dear Madam,

1. Even though we are not a member of any of the JU Associations, we recognize that we benefit from the costs and expenses made by the Funding Authority 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, micro and nano-electronics and smart systems integration. In view of this, we hereby declare to you, also for the benefit of the other participants in the Action, that we accept and agree to pay you an amount equal to 3.3% of our and our Affiliated Entities' Maximum Possible Funding (as defined below) for the execution of the Action during the entire duration of the Action, hereinafter referred to as the "Variable Contribution". In case the Grant Agreement contains information with respect to the Maximum Possible Funding from the Funding Authority 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.
2. In addition, we agree to report in writing to you, within one month after the start of the Action, the Maximum Possible Funding for us in view of the Action. In case such reporting on Maximum Possible Funding is not received by you or not in a timely manner, you 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.
3. 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.
4. Furthermore, we agree to pay an annual advance in respect of the Variable Contribution payable as set out above, as may be set by you on the basis of the assumption that accrual of our Total Cost in the Action takes place on a more or less linear time basis throughout the duration of the Action.
5. EPoSS may determine that such advance shall be payable in instalments and you shall determine the dates on which such advance, or instalments, as the case may be, is/are due and payable.
6. The Variable Contribution, including the advances and instalments, if any, may be invoiced by one of the other JU Associations or even a third party, if so agreed upon between you and these other JU Associations and/or such third party. If so agreed upon, you 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 you. In such case, the Variable Contribution, or such part thereof that you are entitled to, will be transferred by that other JU Association or third party to you upon payment by us.

- 7. Upon our request, as soon as reasonably possible after the finalisation of the Action, you will compute, on the basis of information from the Funding Authority 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 Action and notify us in writing whether such difference is more than 10%. If the advances paid by us in respect of the Action are more than 10% less than the actual Variable Contribution that is due, we shall pay such difference to you within 60 days of receipt of such notification. If the advances paid by us in respect of the Action are more than 10% over the actual Variable Contribution that is due, you shall pay such difference to us, within 60 days of dispatch of such notification.
- 8. This declaration shall be governed and construed in accordance with the laws of Germany, without giving effect to its conflict of laws provisions. Any dispute between you and us shall, if not settled amicable between us, finally be settled by the competent court of Berlin, Germany.
- 9. For the purpose of this document, the following terms starting with a capital shall have the meaning as set forth below:

“**Action**” shall mean the ECSEL Project with name: **[Include name and description of JU Project]**

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“**Affiliated Entity**” shall mean any Legal Entity directly or indirectly Controlling, Controlled by, or under common Control with that Party, for so long as such Control lasts, unless otherwise agreed in the relevant project cooperation agreement.

“**(to) Control**” shall mean 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 the direct or indirect right by any other means to elect or appoint directors of the Legal Entity (or persons performing similar functions) who have a majority vote.

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

“**Funding Authority**” 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**.

“**Grant Agreement**” shall mean the agreement between the Funding Authority and the beneficiaries under the Project, through, and subject to, which the Funding Authority grants funding to these beneficiaries.

“**JU Association**” shall mean any one of the three associations, ARTEMISIA, AENEAS, and EPoSS, 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 Funding Authority and/or from the National Funding Authorities, as specified for us in the PAB Decision.

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

“**Total Costs**” shall mean the total costs to be incurred by us and our Affiliated Entities for executing the Action, as far as eligible for funding by the Funding Authority and/or the National Funding Authorities.

(name of the entity/person 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: