

BY-LAWS of INSIDE

Preamble

- a. These are the By-Laws as referred to in Article 26 of the Articles of Association of INSIDE, as defined below, hereinafter the “**Articles of Association**”.
- b. In 2014 it has been discussed and decided by INSIDE, formerly known as ARTEMISIA, that the members of INSIDE, wish to participate, together with (i) 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 (ii) legal entities that support directly or indirectly research and innovation in these technology fields in a Member State or 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 INSIDE towards the JU, as further arranged between INSIDE, 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 “**INSIDE**” shall mean the association under Dutch law with registered office at High Tech Campus 69, 5656 AG Eindhoven, The Netherlands.
 - 1.3 “**INSIDE activities**” shall mean all actions and activities carried out by INSIDE in view of and in accordance with the purpose of INSIDE as set out in Article 2 of the Articles of Association.
 - 1.4 “**Articles of Association**” shall mean the articles of association of INSIDE, 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 INSIDE 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 appoint 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 under calls for proposals from the JU up to and including call 2019 .

1.10 “Fixed Contribution” shall mean the part of the Contribution to be paid by Members and Associates, as set by the General Assembly on the basis of Article 7 paragraph 2 of the Articles of Association as specified in clause 2.1 hereof.

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

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 Member States to the ECSEL joint undertaking (as these states are defined in Article 2.2 of the Annex to the Council Regulation establishing the ECSEL joint undertaking: EU/2014/561).

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, INSIDE, 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”, “Research organisations and non-Profit- Member”, “SME-Member”, “Extraordinary Member” and “Associate” shall have the meaning, as defined in the Articles of Association. For the avoidance of any doubt, an Extraordinary Member is one of the four types of Members.

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

- (i) is not a Member of one of the JU Associations, 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 INSIDE.

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 INSIDE that is secretary of INSIDE.

1.25 “Board” and “Secretary-General” 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 7 paragraph 3 of the Articles of Association as specified in clause 2.2 (i), whether or not modified upon a proposal from the 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 INSIDE activities and INSIDE'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 Board and the General Assembly.

If a proposal by the Board to the General Assembly regarding Contribution is in accordance with the provisions of this Article 2, in the General Assembly the Members may only vote in favor of such proposal.

2.1 Fixed Contribution: The Members and Associates pay, on dates to be set by the 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 preceding financial year ; and
- (iii) 1,000 euros for SMEs-Members, Research organization and Non-Profit- Members and Associates.
- (iv) Extraordinary Members do not pay any Fixed Contribution

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

2.2 Variable Contribution for ECSEL projects:

- (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 in any financial year is a percentage of a Member's or Associate'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.
 - (ii) In case the grant agreement for any ECSEL Project 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 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 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 of a JU Project Participant are incurred 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 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, INSIDE 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 INSIDE 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, INSIDE shall pay such difference to such Member or Associate, respectively, within 60 days of dispatch of such notification.

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 INSIDE, "the Field" as defined in the Articles of association, 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 INSIDE, the Variable Contribution may be charged by either INSIDE or (one of) the other JU Association(s) in whose field of technology the JU Project also falls, which will subsequently will be divided equally between the JU Associations involved..
- (b)** Each Member reports in writing to INSIDE,

 - 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.
- (c) In case such reporting on Maximum Possible Funding or In-Kind Contribution is not received by INSIDE, or not in a timely manner, INSIDE 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 such termination did not take place.

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

(a) In view of Non-Members benefiting from the efforts, 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 under a call for proposals under ECSEL (“ECSEL call”) for the year 2019 and before 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, 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”.

In addition, each Member shall use reasonable efforts to convince Non-Members participating in the same JU Project as such Member under the ECSEL call for 2020, to become a Member, whether as an Extraordinary Member or otherwise.

For the avoidance of any doubt, with respect to the Non-Members that have signed a Declaration of Acceptance in view of any JU Project under a ECSEL call for 2019 or before, both such Non-Member and INSIDE will continue to comply with their obligation towards each other under such Declaration of Acceptance (as long as such non-Member has not become a Member).

(b) For JU Projects, each of the Corporate Members is obliged, for the benefit of INSIDE 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 if it were a contributing Non-Member, and (2) pay an amount to INSIDE 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 INSIDE that such Non-Contributing Non-Member would have had to pay in accordance with article 3 (a) 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 to INSIDE in relation to such JU Project.

ART. 4: PCA AND INTELLECTUAL PROPERTY

INSIDE has developed 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 INSIDE 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 Agreement may not be less beneficial for access rights receiving JU Project Participants than 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 INSIDE 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 or by Contributing Non-Members, the competent courts of The Hague, The Netherlands shall always be competent to decide on the matter. In case the amount is not disputed, collection can also be effected through the European payment order procedure in accordance with the European Regulation regarding the European Payment Order procedure (EU/2006/1896).

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 1 July 2021.

ANNEX

Declaration of Acceptance

(Applicant full name and address):

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..... Date:

Declaration of Acceptance

To INSIDE

Attn.: the Board

High Tech Campus 69

5656 AG Eindhoven

The Netherlands

Dear Sirs, Madams,

- Even though we are not a member of INSIDE, we recognize that we benefit from the efforts, 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 3.3% 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 INSIDE 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, INSIDE 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.
- Furthermore, we agree to pay an annual advance in respect of the Variable Contribution payable as set out above, as may be set by INSIDE 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.
- INSIDE may determine that such advance shall be payable in instalments and INSIDE 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, if the Project falls with the field of use of not only INSIDE but also of one or both of the other JU Associations. If such case INSIDE 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 INSIDE. In such case, the Variable Contribution will be divided equally between INSIDE and the other JU Association(s) involved .
- Upon our request, as soon as reasonably possible after the finalisation of the Project, INSIDE 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 INSIDE or, as the case may be, to the other JU Association that initially invoiced the Variable contribution, 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 Variable Contribution that is actually due, INSIDE or, as the case may be, the other JU Association that initially invoiced the Variable contribution, 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 INSIDE and us shall, if not settled amicably between us, finally be settled by the competent court of The Hague, The Netherlands. However, in case of collection of Variable Contributions the amount of which is not disputed, collection can also be effected through the European payment order procedure in accordance with the European Regulation regarding the European Payment Order procedure (EU/2006/1896)
- 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, **INSIDE**, the association under French law **AENEAS**, and the association under German law **EPoSS**, together with whom **INSIDE** 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]

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Name:

Function:

Place of Business:

Date: