



EURIPIDES Regulations Book

Preamble

Whereas the specification of the project cluster for **EUREKA Initiative for Packaging & Integration of μ DEVICES & Smart Systems (EURIPIDES)** to be executed by a broad range of partners has come to encouraging results, which lead to the conclusion to perform a seven-year research and development programme on products and systems based on micro-technology, packaging and interconnection as described in the EURIPIDES Proposal, hereinafter referred to as the White Book.

Whereas major European industry has applied for the EUREKA Label concerning the EURIPIDES implementation, endorsed by EUREKA under $\Sigma!$ 3830.

Whereas EURIPIDES has found a broad interest within noteworthy European industrial companies in its aim to secure the availability of world-competitive products and systems based on advanced systems by European sources.

Whereas EURIPIDES participation will be open for partners, which are able and willing to comply with the rules of EURIPIDES and contribute significantly to the EURIPIDES cluster by investing their skill and knowledge, capacity and the necessary costs into research and development projects to be performed in co-operation with other partners.

Whereas the Members signing the Declaration of Acceptance (DoA) of this Regulations Book have decided to install with a minimum of cost and labour a flexible and effective organisation to ensure that EURIPIDES can be executed within the envisaged goals by interested co-operating partners in Europe.

Therefore, the Members signing the DoA have agreed as follows:

Art. I **Definitions**

For the purpose of this Agreement will mean:

1. EURIPIDES Programme

The EURIPIDES Programme is the European research and development project cluster for developing core competencies of makers and users of advanced systems products to secure the availability of world-competitive products and systems based on micro-technology, packaging and interconnection for the European industry being executed in co-operation by partners in EUREKA countries under mutually agreed projects in areas as described in the White Book, endorsed by EUREKA under Σ! 3830.

In a dynamic and competitive environment the objectives of the EURIPIDES Programme are subject to permanent revision and updating, for example in respect of forthcoming new technologies, which must flow into the EURIPIDES cluster or new fields of application, which may arise out of market demands.

2. EURIPIDES Competencies

The interrelated areas of industrial competence as further described in the White Book:

Products (The following list is not exhaustive):

- Sensors
- Medical & biomedical
- Disabled care
- Automotive & transport
- Energy
- Industrial process control
- Aeronautics & aerospace
- Environment
- Geo-science
- Multimedia & entertainment
- E-commerce
- Consumer products
- Information Technology & Telecommunication
- Global Security
- ...

Technology and processes (the following list is not exhaustive):

- Equipments
- Conception, design and simulation
- Substrate materials

- Active materials
- Micro and Nano-Technologies
- Packaging
- Interconnection
- Test and characterisation
- ...

3. EURIPIDES Partners

EURIPIDES Partners are the parties to this Agreement and companies or research institutes having accepted the EURIPIDES Members Regulations Book by signing the Declaration of Acceptance according to Annex A, or companies that have become members of the Technology Evaluation Committee by signing the Declaration according to Annex D, provided that such parties, companies or institutes or their ultimate owning or controlling companies be incorporated or resident in and subject to the laws of any member state of the European Union or any other country whose Government is a Subsidiser.

4. EURIPIDES Projects

The EURIPIDES cluster is executed in form of various Projects submitted by European Industrials and and/or universities/institutes, independent one another, within one (or more) of the EURIPIDES Competencies. The Projects' proposals will be submitted in accordance with the rules in the document entitled "EURIPIDES – Partners Regulations Book" (hereinafter "the Regulations").

5. Public Authorities involved

The governments of Austria, Belgium, Czech Republic, Denmark, Finland, France, Germany, Israel, Italy, the Netherlands, Norway, Spain, Switzerland, Czech Republic, Sweden, Poland, Turkey and/or of other countries participating in the EURIPIDES Project Cluster and/or the Commission of the European Community (CEC).

6. Affiliated Company

Any company or other legal entity, of which a EURIPIDES Partner now or hereafter owns or controls directly or indirectly more than 50 % of the voting shares or by which a EURIPIDES Partner now or hereafter is owned or controlled directly or indirectly by more than 50 % of the voting shares, but any such company will be deemed to be an Affiliated Company only so long as such ownership or control exists.

Affiliated Companies to a EURIPIDES Partner are also such companies or legal entities, which are in the same ownership or under the same control in the aforementioned sense as the respective EURIPIDES Partner.

Affiliated Companies to EURIPIDES Partners are also such companies or legal entities, which are commonly controlled in the aforementioned sense by these EURIPIDES Partners.

7. Other Definitions

The terms Access Rights, Foreground and Background, Contractor, Transfer Conditions, Favourable Conditions, Commercial Conditions, Royalty-free, Community RTD Undertakings, Major Business Interests will have the meaning as defined in Art. 1 (Part B) of Annex II, General Conditions to the Model Contract Cost Reimbursement of the Commission of the European Communities, as pertaining to the Sixth Framework Programme for Research and Technologies Development.

Art. II **Scope**

1. EURIPIDES Organisation

- 1.1 By signing the Annex A of this Regulations Book, the EURIPIDES Members agree to install the EURIPIDES Organisation for supporting the EURIPIDES Programme.
- 1.2 The EURIPIDES Organisation will not be deemed to be a legal entity and each Partner will remain legally fully independent from the other Partners.

2. Purpose of EURIPIDES Organisation

The Scope and purpose of the EURIPIDES Organisation are to:

- support the industrials and/or universities that submit proposals within the EURIPIDES Programme
- support said industrials and/or universities/institutes to enter into relations with the public authorities in charge of the EURIPIDES Programme
- promote the EURIPIDES Programme and its results

The EURIPIDES Organisation is a not-for-profit Association.

3. Locations of the EURIPIDES Organisation's Offices

The Main Office of EURIPIDES Organisation will be located:
17, rue de l'Amiral Hamelin
75783 Paris Cedex 16 - France

A second Office will be located:
CEA - 17, avenue des Martyrs
38054 Grenoble Cedex 9, France,

unless the Council decides otherwise

Art. III **Executive Bodies**

Executive Bodies of EURIPIDES Organisation are the EURIPIDES Executive Board, the EURIPIDES Council and the EURIPIDES Technical Evaluation Committee (TEC)

Only companies, of which the directly or indirectly controlling company is incorporated and resident in, and subject to the law of a State being a Subsidiser, are eligible to send representatives as members into the Executive Bodies.

1 EURIPIDES Executive Board

The Executive Board comprises 8 members which are full members of the Council:

- The Chairman
- 2 Vice-Chairmen
- The Treasurer
- The SAB (3 members)
- The Coordinator of the TEC

Note: the Coordinator of the TEC could also be a SAB member.

The Executive Board is elected by the Council for 2 years.

The **tasks** addressed by the Executive Board consist of:

- Day to day decision & strategy
- Relations with Public Authorities – EURIPIDAC – E.U.

2 EURIPIDES Council

2.1 Composition of the EURIPIDES Council

The EURIPIDES Council is composed of, at least to start with, one representative from every Annex A Signing Members with a Chairman and two Vice- Chairmen chosen among the Council Members.

- The composition of the EURIPIDES Council should take into account the balance of participating countries in the EURIPIDES cluster, fields and levels of activities.
- The Chairman and the Vice-Chairmen are voting members and will have industrial background being recognised in governmental and industrial circles.
- Any EURIPIDES Partner may not have more than one representative as member in the Council.
- The representatives of the EURIPIDES Partners are personally nominated. Authorised proxy is allowed in exceptional cases only.

- Any EURIPIDES Partner represented in the EURIPIDES Council must have signed the Annex A of this Agreement in accordance with Article IV, after being elected by the Council to become a Council Member.
- The EURIPIDES Council may decide to replace a member, if such member becomes representative of an Affiliated Company to another EURIPIDES Partner having a representative in the EURIPIDES Council or to a company not being resident in a State being a Subsidiser, or if the criteria for the membership, such as indicated in the Preamble, would no longer apply or if such member has acted against the EURIPIDES interests.
- A EURIPIDES Partner, who has sent a representative into the Council, can exchange its representative.
- A member of the General Assembly can, in case of proactive actions in the field of EURIPIDES, be proposed by the Executive Board to become a Council member. The acceptance of this proposal is done after voting by the Council

For the start up of EURIPIDES the EURIPIDES Council will consist of the Annex A Signing Members who will send one representative each as voting member into the EURIPIDES Council. The Chairman of the EURIPIDES Council and the Vice-Chairmen will then be nominated by the voting members of the Council.

As soon as the participation in EURIPIDES Projects is clarified, the EURIPIDES Council will confirm or adapt membership (such as to add new members), taking into account the balance of participating countries, fields and levels of activities in labelled EURIPIDES Projects. Such adaptation or confirmation will be decided in accordance with the general rule of the following paragraph 1.4.

2.2 Tasks of the EURIPIDES Council

- Programme strategy and coherence
- Project acceptance (guideline, ranking, approval of projects, reports...)
- Representation of the programme
- Negotiations with Public Authorities
- Responsible for the EURIPIDES Offices
- Approve the list of the experts
- Annual programme reviews
- Working Groups may be installed for issues of common concern (e.g. legal / contractual questions).

2.3 EURIPIDES Council Meetings

The EURIPIDES Council will perform its work in regular Council meetings, at least two times a year. The EURIPIDES main office will send the convocation to the Council Members with the subjects to be discussed. The precise rules of procedure of the Council will be decided by the Council Members. If more than half of the Council Members intend not to be

present or not to be represented in the meeting, then the meeting will be postponed.

2.4 Voting

Each EURIPIDES Council Member has one vote. Except as indicated otherwise in this Agreement, all the decisions will be taken only if at least 80% of all the Council Members are present or represented by proxy and require a two- third majority of the votes of the members present or represented by proxy. The start up budget according to Art. VI Clause 1 requires unanimous vote.

Any member which has voted against the approval of the budget should have the right to withdraw from the Council without having any contribution obligation originated from such budget (except as a Partner of a labelled EURIPIDES Project funded by any Subsidiser, pursuant to paragraph VI. 1).

2.5 EURIPIDES Council Chairman

The Chairman is representative and spokesman of the EURIPIDES Council. He will arrange and chairs the Council meetings. He receives his tasks from the Council and reports to this Council. He will be put in office against conditions to be defined by the EURIPIDES Council. The powers of the EURIPIDES Council Chairman will be decided during a Council meeting by unanimous consent of all the members of the Council present or represented by proxy.

2.6 EURIPIDES Vice-Chairmen

The Vice-Chairmen receive their task description from the EURIPIDES Council and report to the EURIPIDES Chairman. The duties of the EURIPIDES Vice-Chairmen will be decided during a Council meeting by unanimous consent of all the members of the Council present or represented by proxy.

2.7 EURIPIDES Offices

Two EURIPIDES Offices, installed by the Council, and having the legal structure of an association under the French law of 1901, will handle the administrative tasks. Their duties and tasks will be decided during a Council meeting by the Council by unanimous consent of all the members of the Council present or represented by proxy.

2.8 EURIPIDES Technological Evaluation Committee (TEC)

The EURIPIDES Council will install a EURIPIDES TEC which has delegated tasks and which act on behalf of the EURIPIDES Council as defined in 2.1.

2.9 Working Groups

If needed, the EURIPIDES Council will decide to set up Working Groups on selected subjects. Working Groups are foreseen in order to support the work of the EURIPIDES Council and the EURIPIDES TEC.

Third parties participating in Working Groups upon request of a EURIPIDES Partner will sign a non-disclosure agreement.

2.10 General Assembly

The General Assembly can deliberate or rule on any decisions which are above the power on the Council, and can in particular modify the statutes.

It meets at least once a year, in the six months of the end of each accounting period, to rule on the accounts of this exercise; on this occasion, it hears the report/ratio on the management of the Council and on the financial standing of the Association as well as the auditors' certificate if he were named.

3 EURIPIDES Technological Evaluation Committee (TEC)

3.1 Tasks of EURIPIDES TEC

The EURIPIDES TEC will study the coherence and consistency of the Projects with the EURIPIDES Competencies given in Article I, paragraph 2.

The EURIPIDES TEC has the following tasks:

- selection of the experts from the team of experts to evaluate the proposals
- recommendation for Project selection based on technical expertises
- recommendation in strategic orientation to the industrials and/or universities that submit Projects
- propose and maintain a list of experts
- organisation of consensus meetings to prepare the presentation of the evaluation results to the Council
- presentation of the results to the Council by the TEC coordinator

3.2 Rules for the EURIPIDES TEC

- 3.2.1 Members are appointed by the Council. Four technical experts and the two operations managers of the EURIPIDES Offices will constitute the TEC Members who will be under the authority of the Council.
- 3.2.2 Proxy in the meetings of the EURIPIDES TEC is only allowed in exceptional circumstances.
- 3.2.3 The co-ordinator of the EURIPIDES TEC is full member of the Executive Board.
- 3.2.4 The EURIPIDES TEC will perform its work in regular EURIPIDES TEC meetings. It will be arranged and presided by the TEC coordinator.

All decisions of the EURIPIDES TEC will be passed by the majority of the votes of the members present or represented by proxy and laid down in approved Minutes of Meeting.

- 3.2.5 All TEC members must have signed the Declaration, Annex D, and the Non Disclosure Undertaking, Annex E, of this Agreement.

Art. IV

Accession of Further Parties

In order for a EURIPIDES Partner to be accepted as a Member, elected as a Council Member or to be appointed as a TEC Member, such Partner will first, respectively, accede to the Regulations Book according to Annex A or will first sign Annex C and to have significant research and development activities in the field of the EURIPIDES Programme in a country being a Subsidiser. The accession is subject to the approval of the EURIPIDES Council.

Art. V

Projects and Proposals in EURIPIDES

1. The research and development work within the EURIPIDES cluster will be executed by EURIPIDES Partners in individual Projects as part of the EUREKA Programme Σ! 3830.
2. Partners in EURIPIDES Projects will execute their work under their own responsibility and at their own costs.
3. Proposals for Projects have to be submitted in two stages:
 - 1st stage: Initial selection based on a Project Outline.
 - 2nd stage: Final selection based on a Full Project Proposal.
4. As a EUREKA initiative, the funding of EURIPIDES projects is based on national funding rules. The funding of EURIPIDES projects is not the responsibility of the EURIPIDES Organisation, as it demands the decision of the respective Public Authorities.
5. Rules for governing the Project proposals and selection will be set up and approved by the Council.

Art. VI

Cost of EURIPIDES Organisation

1. The anticipated costs of the EURIPIDES Organisation (as to be specified by the EURIPIDES Council) will be listed in a yearly budget subject to the approval of the EURIPIDES Council by a two third majority (as indicated in

Art. III-1.4), except for the start-up budget which will be approved unanimously by the Council Members of all the members present or represented by proxy.

The costs of the EURIPIDES Office, which are covered in the approved budget, will be borne by the EURIPIDES Council Members on:

- Council members fee:
→ a yearly fixed basis fee
- Project fee:
→ amount corresponding to the contribution to the Offices costs paid by all EURIPIDES Partners (including the EURIPIDES Council Members) that have submitted proposals.
- Members fee:
→ Annual fee for members not involved in any EURIPIDES projects (except Council Members)

For its first year, the EURIPIDES Council decisions are summed up in the Annex H to this Regulations Book.

2. The EURIPIDES Office will run its activities with due diligence and care and in full transparency.
3. All costs resulting from the participation of persons or organisations in EURIPIDES activities are to be borne by these persons or organisations.
4. All costs incurred in the performance of this Agreement will be borne by the respective party(ies) carrying out the work under the Projects.
5. EURIPIDES Council will apply for subsidies for the costs of the EURIPIDES Organisation at prospective Subsidisers.
6. All compensations paid for Council and TEC members as well as experts' workload are detailed in Annex G of the Regulations Book.

Art. VII

Confidentiality/Restriction in Use

1. It is understood and agreed by the Signing Members and any other party acceding to this Agreement or accepting the EURIPIDES rules and regulations, that all technical and business information received from other parties pursuant to or in connection with the performance of this Agreement will be kept confidential towards third parties until and after the duration of the Agreement. All companies having members in the Council,

the TEC and the General Assembly will sign the confidentiality Undertaking attached in Annex E.

2. Third parties within the meaning of this Article are not the Subsidisers provided that the Subsidisers are reasonably expected to be bound by the confidentiality obligation when dealing with the EURIPIDES Programme.
3. Publications by one party concerning the results obtained under the performance of this Agreement from other parties are subject to their prior written approval.

Art. VIII

Industrial Property Rights and Licensing

1. Introduction

For information, this Article covers the principles concerning rights and licenses with regard to the co-operation of EURIPIDES Partners in the EURIPIDES Programme. For such co-operation and the relevant Project Co-operation Agreements pursuant to Article V, Clause 4 of this Agreement, the following conditions will apply, except if the EURIPIDES Partners for a specific Project agree otherwise in the Project Co-operation Agreement (PCA).

2. Ownership

The Foreground will be owned by the EURIPIDES Partner generating it.

3. Access Rights for Research and Development

3.1 With regard to Foreground each of the EURIPIDES Partners will make available and will grant non-exclusive, non-transferable rights and licenses:

- 3.1.1 to the other EURIPIDES Partners participating in the same specific EURIPIDES Project on a Royalty-free basis, where and to the extent that such Foreground is necessary for the execution of their own research and development work under the said specific Project,
- 3.1.2 to other EURIPIDES Partners being or becoming parties to another Project within the EURIPIDES Programme, and

to Community RTD Organisations (Industry, Universities, Research Centres) being parties in Community funded co-operative R&D project in Microsystems concerning domains related to those representing the main-stream of EURIPIDES set of activities, provided that:

- a) the granting of the aforementioned rights is to be treated on a case by case basis and with the agreement of all the parties concerned and

- b) the Community RTD Organisations concerned are willing to grant to the EURIPIDES Partners equivalent rights,

on Transfer Conditions, to the extent that such Foreground is necessary for the execution of their own research and development work under their specific Projects and provided that no Major Business Interests of the EURIPIDES Partner oppose and suitable arrangements required by the EURIPIDES Partner are concluded to ensure that the Foreground will not be used for any other purpose than that for which it was supplied.

- 3.2 With regard to Background it is understood that each of the EURIPIDES Partners has the required expertise, experience and Background Information to undertake its own work in the specific Project. However, there may be occasions on which it will be necessary for EURIPIDES Partners to give access to their Background Information to execute a specific Project. In these cases,
 - 3.2.1 if a EURIPIDES Partner participating in the same specific EURIPIDES Project has to solve a particular problem in order to achieve the Project's research and development objectives, that EURIPIDES Partner will be given access to the appropriate Background Information of the other EURIPIDES Partners of the same specific project to the extent necessary for this purpose under Transfer Conditions - provided they are free to disclose such Background Information,
 - 3.2.2 if for a EURIPIDES Partner being or becoming a party to another project within the same EURIPIDES Competence, Background Information is necessary for R&D-performance in order to achieve such Project's objectives, a relevant EURIPIDES Partner will favourably consider such EURIPIDES Partner's access to its appropriate Background Information at Favourable conditions, if no Major Business Interests oppose and provided further arrangements ensure the use for such work only,
 - 3.2.3 if a Community RTD Organisation as defined and on the conditions indicated in Clause 3.1.2 partner in the EURIPIDES Programme needs for the successful completion of its own research project Background related to and necessary for the utilisation of any Foreground Information received as per Clause 3.1.2, and that applicant could not reasonably be expected either to possess already or to be in a position to obtain such information or license from other sources, relevant EURIPIDES Partners will consider to grant access to their appropriate Background Information or license Background Patents on Commercial conditions, provided they are free to disclose such Background Information or to grant such licenses, that further arrangements ensure the use for such work only, and under the proviso that no Major Business Interests oppose.

4. Access Rights for Exploitation and Commercialisation

- 4.1 With regard to Foreground each of the EURIPIDES Partners will make available and will grant non-exclusive, non-transferable rights and licenses:
- 4.1.1 to the other EURIPIDES Partners of the same specific Project on a Royalty-free basis, as far as the EURIPIDES Partners have agreed for certain parts of the Project on a balanced situation (comparable levels of expertise and resources); in other parts of the Project Favourable conditions may apply. The relevant situation will be defined in the specific Project Co-operation Agreement,
 - 4.1.2 to other EURIPIDES Partners being or becoming parties to another Project within the EURIPIDES Programme, as far as such Foreground has been licensed under Clause 3.1.2, on Favourable conditions, and under the proviso that no Major Business Interests of the granting EURIPIDES Partner oppose,
 - 4.1.3 to Community RTD Organisations as defined and on the conditions indicated in Clause 3.1.2 as far as such Foreground has been licensed under Clause 3.1.2, on Favourable conditions and under the proviso that no Major Business Interest of the granting EURIPIDES Partner oppose,
 - 4.1.4 Any licenses and user rights to be granted under this Article will not, unless the owner of the Foreground or Background expressly agrees, confer any right to sub-license and may be subject to appropriate undertakings as to confidentiality, but will otherwise be unrestricted, except as indicated in this Agreement or in the relevant Project Co-operation Agreement.
Background rights and licenses will be granted to EURIPIDES Partners on Commercial conditions, and subject to Major Business Interests, as far as they have been licensed under Clause 3.2.1 above.

5. Effective Date and Duration

- 5.1 Terms and conditions applying to Community RTD Organisations under this Article VIII will become effective for a particular EURIPIDES Project as of the date the CEC undertakes to fund such EURIPIDES Projects.
- 5.2 The rights and obligations of the EURIPIDES Partners resulting from this Article VIII will apply unless otherwise specified in the Project Co-operation Agreement (PCA):
- a) for the duration of the Foreground Rights in respect of Article VIII-4.1.1,
 - b) for the duration of the EURIPIDES Project in respect of Article VIII-3,
 - c) for 5 years after the termination of the EURIPIDES Project in respect of Article VIII 4.1.2 and 4.1.3.
- 5.3 Termination of the rights and obligations under Article VIII will not affect the Access Rights granted or requested prior to such termination.

6. Affiliated Companies

6.1 For the purpose of this Article VIII, the EURIPIDES Partners as defined in Article I, paragraph 3, of this Agreement will include their Affiliated Companies as defined in Article I, paragraph 6, of this Agreement provided that such Affiliated Companies duly comply with the confidentiality obligations and Access Rights provided for in Articles VII and VIII of this Agreement.

6.2 Upon an Affiliated Company's ceasing to be an Affiliated Company, any Access Rights granted to such Affiliated Company in respect of Foreground or Background Rights or Information will lapse, provided however that Foreground Information which has been incorporated into the products or processes of such Affiliated Company or which has been amalgamated with such Affiliated Company's own information may continue to be used by such Affiliated Company. In such event, at the request of such Affiliated Company, the EURIPIDES Partners will grant to it non-exclusive licenses under their Foreground Patents against terms and conditions to be agreed, provided that no Major Business Interests of such EURIPIDES Partners oppose the grant of such licenses. Upon such cessation, Access Rights granted by such Affiliated Company to any Party under or in respect of Foreground or Background Rights or Information will continue in full force and effect.

Art. IX **Warranty/Liability**

1. In performance of this Agreement the EURIPIDES Partners will use the diligence and care, which they usually employ in their own business affairs.
2. The performance under this Agreement will not constitute any other warranty by either EURIPIDES Partner to the others. In particular, the Partners do not give any warranty concerning the content and accuracy of the information exchanged during the performance of this Agreement, although the information and data contained in a Project submitted by a party to the EURIPIDES Council and TEC are believed by said party to be accurate.
3. The liability of the EURIPIDES Partners against each other is restricted to wilful acts, gross negligence and serious breach of the EURIPIDES rules contained in this Agreement.
In no event will EURIPIDES Partners be liable for special, consequential or indirect damages, including but not limited to, loss of contract, loss or revenue or profit.
4. Each EURIPIDES Partner is solely liable for the acts, omissions and negligence of itself, its employees and agents and will hold the other EURIPIDES Partners harmless and will indemnify them from and against any claim by a third party resulting from such acts, omissions and negligence.

Art. X **Duration**

1. This Agreement will come into force after having been signed by the DoA Signing Members with effect as from July 1st, 2006
2. The Agreement ends automatically with the termination of the EURIPIDES Programme.
3. Each party of this Agreement, being a Signing Member or a party having acceded by Declaration of Accession in accordance with Article IV, has the right to withdraw from the Agreement by giving prior written notice to the Council, at least before the 1st of November of each year, the effective date of the withdrawal being the 31st of December of that year.
4. If a party withdraws according to Art. X Clause 3, the Agreement will be continued between the remaining parties.

Art. XI
Miscellaneous

1. It is understood that for each party the implementation of this Agreement will not be contrary to the rules of the respective subsidising authorities that will apply to said party.
2. Modifications and supplements to this Agreement are subject to written form signed by a duly authorised representative of each Signing Member hereto.
3. In case of inconsistency of the EURIPIDES White Book or of the Regulations with the wording of this Agreement, the latter will prevail.
4. The EURIPIDES Partners ensure that their employees fulfil the obligations of this Agreement.
5. The rights and obligations arising from this Agreement will not be assigned to third parties other than Affiliated Companies without prior written approval of the other Signing Members.
6. In case of dispute between the Parties arising in connection with this Undertaking, the Parties will first endeavour to settle it amicably.

All disputes which cannot be settled in this way will finally be settled by arbitration.

The arbitration board will convene in Paris under the rules of Conciliation and Arbitration of the International Chamber of Commerce and will comprise one or more arbitrators to be appointed under the terms of these rules.

The award of the arbitrator will be final and binding upon all parties concerned.

The language of the proceedings will be English.

7. THIS AGREEMENT IS GOVERNED BY THE LAWS OF FRANCE.
8. This Agreement and the accessions thereto are concluded, respectively declared, in the English language. In any case of translation into other languages the English language will prevail.
9. In the event that any provision/clause of this Agreement by whatever reason is or will be found to be legally unenforceable or in any case of a loophole in the Agreement that needs to be filled in, the enforcement of the Agreement will not be affected. The legally unenforceable provision/clause or the loophole to be filled in will be substituted by a provision/clause which within the legal possibilities is nearest to that what

the parties would have intended if they had known the in-enforceability or if they had envisaged the missing point in question.

10. **This Agreement comprises 8 Annexes:**

- Annex A: Declaration of Accession for Members of the EURIPIDES Council Members.
- Annex B: Declaration of Accession for Members as the EURIPIDES Organisation
- Annex C: Declaration of Acceptance for EURIPIDES Project Partners.
- Annex D: Declaration for members of the Technical Evaluation Committee (TEC).
- Annex E: EURIPIDES Confidentiality Undertaking.
- Annex F: List of the EURIPIDES Council Members for the launch of the Programme
- Annex G: Budget and rules of the EURIPIDES Organisation for its first running year
- Annex H: Revenues and expenses

On behalf of the EURIPIDES Council

Gaetan MENOZZI
Chairman of EURIPIDES

ANNEX A

Annex A to EURIPIDES Regulations Book

Applicant full address:

Date:.....

.....
.....
.....
.....

**Declaration of Accession
for Members of the EURIPIDES Council**

To be addressed to the:

EURIPIDES Council
C/o EURIPIDES Office
17, rue de l'Amiral Hamelin
75783 PARIS cedex 16
FRANCE
Phone +33 (0)1 45 05 70 49
Fax +33 (0)1 45 05 70 37

The EURIPIDES Regulations Book, copy enclosed herewith, has been signed by the companies referred to as the "Signing Members" and listed on the first page of said Agreement. The accession of further parties is made possible according to its Article IV.

The undersigned..... – hereinafter referred to as "....."
(company full name) (short name)
whose legal address is.....
(address) (direct line, fax)
declares with effect from his accession to the enclosed.

(short name)
..... hereby accepts to be bound by the terms and conditions of the enclosed Regulations Book and the resolutions taken by the Executive Bodies (as defined in Article III of the Regulations Book) before the date of accession.

Authorized to Signed on behalf
of
(Short name)

Authorized to Signed on behalf
of EURIPIDES Council

Date:.....

Date:.....

Name:.....

Name:.....

Title:.....

Title:

Signature

Signature

ANNEX B

Annex B to EURIPIDES Regulations Book

Applicant full address:

Date:.....

.....
.....
.....
.....

**Declaration of Accession
for Members of the EURIPIDES Programme**

To be addressed to the:

EURIPIDES Council
C/o EURIPIDES Office
17, rue de l'Amiral Hamelin
75783 PARIS cedex 16
FRANCE
Phone +33 (0)1 45 05 70 49
Fax +33 (0)1 45 05 70 37

The EURIPIDES Regulations Book, copy enclosed herewith, has been signed by the companies referred to as the "Signing Members" and listed on the first page of said Agreement. The accession of further parties is made possible according to its Article IV.

The undersigned..... – hereinafter referred to as "....."
(company full name) (short name)
whose legal address is.....
(address) (direct line, fax)
declares with effect from his accession to the enclosed.

(short name)
..... hereby accepts to be bound by the terms and conditions of the enclosed Regulations Book and the resolutions taken by the Executive Bodies (as defined in Article III of the Regulations Book) before the date of accession.

Authorized to Signed on behalf
of
(Short name)

Authorized to Signed on behalf
of EURIPIDES Council

Date:.....
Name:.....
Title:.....

Date:.....
Name:.....
Title:

Signature

Signature

ANNEX C

Annex C to EURIPIDES Regulations Book

Applicant full address:

Date:.....

.....
.....
.....
.....

**Declaration of Acceptance
for EURIPIDES Project Partners**

To be addressed to the:

EURIPIDES Council
C/o EURIPIDES Office
17, rue de l'Amiral Hamelin
75783 PARIS cedex 16
FRANCE
Phone +33 (0)1 45 05 70 49
Fax +33 (0)1 45 05 70 37

Subject: Proposal for a EURIPIDES Project/Acceptance of EURIPIDES rules

(Company/Institute full name)

The undersigned is a voluntary applicant for a EURIPIDES Label for a EURIPIDES Project, and acknowledges that the EURIPIDES Label is optional; the applicant having at all times the possibility to submit his project through other channels.

In case of the award of a EURIPIDES Project with the EURIPIDES Label by the EURIPIDES Board, the undersigned accepts and acknowledges the rules and regulations, applying to the EURIPIDES Projects laid down in the EURIPIDES Regulations Book, as being applicable to all EURIPIDES Projects. It is understood, that the undersigned will receive the relevant general information related to the execution of the EURIPIDES Programme.

Authorized to Signed

on behalf of

(Company/Institute name)

Date:.....

Name:.....

Title:.....

Signature

ANNEX D

Annex D to EURIPIDES Regulations Book

Applicant full address:

Date:.....

.....
.....
.....
.....

**Declaration
for members of the EURIPIDES Technical Evaluation Committee (TEC)**

To be addressed to the:

EURIPIDES Council
C/o EURIPIDES Office
17, rue de l'Amiral Hamelin
75783 PARIS cedex 16
FRANCE
Phone +33 (0)1 45 05 70 49
Fax +33 (0)1 45 05 70 37

The EURIPIDES Regulations Book, copy enclosed herewith, has been signed by the companies referred to as the "Signing Members" and listed on the first page of said Agreement. The accession of new members to the Technical Evaluation Committee is made possible according to its Article IV.

The undersigned..... – hereinafter referred to as "....."

(company full name)

(short name)

whose legal address is.....

(address)

(direct line, fax)

declares with effect from his membership to the EURIPIDES Technical Evaluation Committee.

(short name)

..... hereby accepts to be bound by the terms and conditions of the enclosed Regulations Book as far as they apply to the Technical Evaluation Committee members and the resolutions taken by the Executive Bodies (as defined in Article III of the Regulations Book) before the date the declaration.

(short name)

This membership will not be effective as long as has not signed the Non Disclosure Undertaking, Annex E, of the Regulations Book.

Authorized to Signed on behalf
of

(Short name)

Authorized to Signed on behalf
of EURIPIDES Council

Date:.....

Date:.....

Name:.....

Name:.....

Title:.....

Title:

Signature

Signature

ANNEX E

EURIPIDES CONFIDENTIALITY UNDERTAKING

PREAMBLE

- A) Whereas a seven-year R&D programme has been set up on Packaging and Interconnection of micro-devices and Smart Systems following the EURIPIDES labelling, EURIPIDES being a cluster in the frame of EUREKA.
- B) Whereas companies are working on installing a proper EURIPIDES organisation for performing the EURIPIDES cluster, the organisation including a Council and a Technical Evaluation Committee composed of representatives of these companies.
- C) Whereas the Parties will, within the contemplated EURIPIDES organisation and as members of the Council and/or the Technical Evaluation Committee, exchange confidential information or receive confidential information from third parties submitting proposals for R&D projects, the information being disclosed in any form such as written, oral, on a magnetic support or by direct vision (hereinafter referred to as the "Confidential Information") for the purpose of the evaluation and selection of the projects applying for the EURIPIDES label (hereinafter referred to as the "Purpose"), and the Parties intend to define the conditions under which the Confidential Information will be treated.
- D) Whereas the Parties are hereinafter referred to as the "Receiving parties" or respectively the "Disclosing parties" when they receive or respectively disclose certain Confidential Information as described in paragraph C above.

NOW, THEREFORE, EACH PARTY HERETO AGREES AS FOLLOWS:

1) PROTECTION OF CONFIDENTIAL INFORMATION

1.1 Each Receiving party agrees:

- a) except in accordance with the Disclosing party's express written consent, not to disclose Confidential Information to any third person, not to allow, nor to facilitate the publication or the diffusion of such Confidential Information, and not to use Confidential Information for any purpose other than the Purpose,
- b) that the Confidential Information will be received only by the members of the Council and the Technical Evaluation Committee and any other person designated hereto by the Council,
- c) to disclose the Confidential Information exclusively to the members of the Council and the Technical Evaluation Committee and any other person designated by the Council who has a need to know the Confidential Information solely for the Purpose,
- d) to ensure that a standard of strict confidentiality is applied by it aimed at preventing any disclosure of such Confidential Information to unauthorized third persons, and to take all steps and procedures that are at least the equivalent of those utilized with respect to its own confidential information,
- e) not to make any copy or reproduction of the Confidential Information, except those that are strictly necessary to carry out the Purpose,

EURIPIDES Regulations Book

- f) to return or destroy the Confidential Information received in any tangible form upon the written request of the Disclosing party and to retain no copies or reproductions in whatever form.

2) **EXCEPTIONS**

Each Receiving party will not be obliged to treat information as Confidential Information if such information:

- 2.1 was legally in its possession without any obligation of confidentiality, before disclosure by the Disclosing party;
- 2.2 was or falls into the public domain, other than by breach of this Undertaking;
- 2.3 is disclosed to the Receiving party without any restriction regarding confidentiality from a source not under the Disclosing party's control, and without any violation of confidentiality obligation under this Undertaking;
- 2.4 is independently developed by employees of the Receiving party who have not received the Confidential Information;

The Party invoking one of these exceptions will have the burden of proving that such exception is acceptable.

3) **SCOPE OF THE UNDERTAKING**

Disclosure of Confidential Information pursuant to this Undertaking in no case will be construed as granting to the Receiving party, expressly or implicitly, any license, proprietary right, title or interest whatsoever with respect to the Confidential Information.

4) **DURATION**

- 4.1 This Undertaking will enter into force with effect as of 1st of July 2006 and will remain valid until 30th June 2013 unless otherwise superseded in writing.
- 4.2 Notwithstanding termination or expiration of this Undertaking, the restrictions with respect to the use and disclosure of the Confidential Information set forth in Section 1 will remain in force and will be binding upon each Receiving party until five years after the date of its first disclosure to it by the relevant Disclosing party.

5) **GOVERNING LAW AND COMPETENT JURISDICTION**

THIS UNDERTAKING WILL BE GOVERNED BY THE LAWS OF FRANCE.

In case of dispute or difference between the Parties arising in connection with this Undertaking, the Parties will first endeavour to settle it amicably.

All disputes which cannot be settled in this way will finally be settled by arbitration.

The arbitration board will convene in Paris under the rules of Conciliation and Arbitration of the International Chamber of Commerce and will comprise one or more arbitrators to be appointed under the terms of these rules.

The award of the arbitrator will be final and binding upon all parties concerned.

The language of the proceedings will be English.

6) OTHER MATTERS

- 6.1 This Undertaking constitutes the entire Undertaking of the Party hereto with respect to the Confidential Information exchanged or received pursuant to the Purpose; it cancels and supersedes all prior understandings and undertakings of the Party and relating to the same matter.
- 6.2 This Undertaking will not be amended nor modified, except by a written document signed by the Party.

READ, UNDERSTOOD AND AGREED BY:

Name and title:

Company name:

Company address:

Date:

Signature:

ANNEX F
LIST OF THE EURIPIDES COUNCIL MEMBERS FOR THE LAUNCH OF THE PROGRAMME

Countries	Members
LEs	
Austria	PHILIPS
Denmark	SONION MEMS
Germany	CONTINENTAL AUTOMOTIVE SYSTEMS
Germany	INFINEON TECHNOLOGIES AG
France	ALCATEL ADIXEN
France	e2v semiconductors
France	EADS Secure Networks
France / Italy	ST MICROELECTRONICS
France	THALES SYSTEMES AEROPORTES
Italy	FIAT Research Center
Italy	FINMECCANICA
Israel	TOWER
Spain	MONDRAGON COMPONENTES
SMEs	
Czech Republic	BIC Ostrava
Finland	VTI Technologies Oy
France	3D PLUS
France	MARTEC
France	MEMSCAP
France	TEMEX
France	VERMON
Germany	VIA ELECTRONIC
Norway	SENSOROR AS
RESEARCH INSTITUTES	
Belgium	IMEC/INTEC/TFCG
Finland	VTT ELECTRONICS
France	CEA-LETI
Germany	FhG-IZM
Norway	SINTEF
Sweden	ACREO
Switzerland	CSEM

ANNEX G
BUDGET OF THE EURIPIDES ORGANISATION FOR ITS FIRST YEAR

(Approved in EURIPIDES Council Meeting of September 22nd, 2006)

REVENUES

Council fees	168 k€
Projects fees	280 k€
ERA Pilot project	30 k€
TOTAL	478 k€

EXPENSES

Personnel charges	182 k€
Running costs (offices & evaluations)	103.2 k€
MarCom tools & dissemination	57 k€
Administration / Legal	11.8 k€
Travels	72 k€
Meetings organisation	25 k€
Reimbursements / Compensations	27 k€
TOTAL	478 k€

ANNEX H

REVENUES AND EXPENSES OF THE EURIPIDES ORGANISATION

(Approved in EURIPIDES Council Meeting of September 22nd, 2006)

1. Revenues

- **Council members fee:**
 - 6000 Euros for Large Enterprises
 - 6000 Euros for Institutes
 - 3000 Euros for Small and Medium Enterprises

- **Project fee:**
 - The amount is fixed at 1% of the total budget per partner per project.

- **Members fee:**
 - 200 € maximum per year for members not involved in EURIPIDES projects (except Council members).

2. Expenses

The compensations paid for experts' workload are as follows:

- 450 Euros per working day for Council and TEC members (except for Operations Managers who are not submitted to compensations)

- 225 Euros per project for experts evaluators at PO level

- 450 Euros per project for experts evaluators at FPP level

Compensations for Council members will be paid according to the Council decision.

The experts will have three possibilities for reimbursement:

- The expert has a SIRET number. In this case, he can be reimbursed directly, meaning that he should send an invoice to the EURIPIDES Office.

- The expert finds an agreement with his employer company. In this case, the expert can't be reimbursed directly and his company should send an invoice to the EURIPES Office.

- The expert is hired by a bearing company. In this case, the expert can't be reimbursed directly and the bearing company should send an invoice to the EURIPES Office.

Foreign experts might just sign an employment contract with the EURIPIDES Office. The reimbursement won't be submitted to French social taxes.