

EUROPEAN ENERGY RESEARCH ALLIANCE EERA AISBL**Internal Rules****1 Article Purpose of the Internal Rules**

As foreseen in the Statutes (particularly Articles 10 and 18 of the Statutes), these Internal Rules are set out in addition to the Statutes of European Energy Research Alliance EERA AISBL (hereinafter Association) to further detail the cooperation among its Members and the management of the Association. All the definitions laid down in the Statutes shall have the same meaning in these Internal Rules.

These Internal Rules shall be interpreted in such a way that they are not in contradiction with the Statutes. However in case there is a contradiction between the Statutes and these Internal Rules, the Statutes shall prevail.

2 Article Executive Committee**2.1 Focusing of the responsibilities**

In addition to the responsibilities of the Executive Committee described in the Statutes, it shall be responsible for the following tasks:

- a. approving Joint Programme Coordinators and Joint Programme Descriptions of Work
- b. deciding on the membership application. According to Article 5.4 of the Statutes, a time limit for deciding on applications for membership shall be laid down in the Internal Rules. Therefore it is laid down that the decision regarding a membership application shall be made within three months after receiving the formally acceptable application, if the decision can be done in written procedure and in consensus. If the Executive Committee doesn't reach the consensus without a physical meeting, the decision shall be postponed to the first physical meeting regardless of the three months deadline. The decision will be made in the physical meeting even if the quorum requirement stated in the Statutes Art. 11.3.2 is not met. The Applicant shall be timely informed if a consensus cannot be reached via written procedure or if the application is denied.
- c. organising the coordination across Joint Programmes

- d. accepting the deviations from Article . 4 of these Internal Rules, proposed by a particular Joint Programme.
- e. communicating with the relevant other initiatives and international partners
- f. defining and reporting EERA views to the SET Plan Steering Group and discussing alignment of EERA activities with the SET Plan
- g. monitoring the progress of the Joint Programmes
- h. organising the mechanism for the delivery of EERA activities
- i. organising the public congresses
- j. launching a peer review process for a Joint Programme where appropriate
- k. starting the selection process of the new Executive Committee
- l. other tasks necessary for the management of the Association.

2.2 Applying Process for Executive Committee Membership

Eligible for membership in the Executive Committee are all Full Members of the Association as stated in Article 11.2.1 of the Statutes.

According to Article 11.2.3 of the Statutes of the Association, the applying process for Executive Committee members will be described in the Internal Rules. Therefore, the following applying process shall apply:

Executive Committee shall launch the applying process of the new Executive Committee in appropriate time before the end of its two years term of mandate. All Members shall be informed of the applying process, including but not limited to the date, when their written application shall be received by the Association and the information which shall be included in the application.

Executive Committee shall make the necessary preparations, such as the accounting of the key performance indicators of the applicants, before the General Assembly meeting.

Furthermore and as stated in Article 11.2.3 of the Statutes of the Association, the Executive Committee may give further instructions regarding the implementation of the said applying process.

3 Article Members in EERA activities

Taking into account the terms of the membership in the Statutes the following conditions shall apply:

- a) Members may apply to join the EERA Joint Programme (hereinafter JP or Joint Programme) as Full Participant or Associate Participant with respect to one or more Joint Programmes in accordance with the internal rules of the related EERA Joint programme if any or chose its level of participation regarding related rights and duties below if none.
- b) To be a Full Participant in a particular JP, the Member shall be EERA Full Member. As a Full Participant in a JP, the Member can provide inputs in the Description of Work, has access to responsibility positions in the JP and is a JP Steering Committee Member (as defined in Article 4.7 of the internal rules of procedures) with voting rights. It shall actively participate in the daily JP life, host meetings, organize workshops, assure a proper flow of information to its Associate Participants if any and provide inputs upon JPC requests. It shall pay the Full Participant fee in due time, if any.
- c) As an Associate Participant in a particular JP, the Member can provide inputs in the Description of Work. Associate Participants are not Members of the JP Steering Committee. It shall participate in the daily JP life. It shall pay the Associate fee in due time, if any.
- d) An Umbrella Organization (as defined in the Article 5: 5.1 c) of the EERA AISBL Statutes) can only be a Full Participant in a JP. It must have a mechanism in place to structure and harmonize research between its members generating an added value. For each JP the Umbrella Organization is involved in, the members of an Umbrella Organization participating in this JP shall decide which entity will represent the Umbrella Organization in the JP Steering Committee of the JP in question. This organisation may represent the umbrella organisation in the JP. Other entities of the Umbrella Organization participating in this JP shall take the Associate Participant status.
- e) The member entity or entities of an Umbrella Organization in a particular JP can also choose to be a Full Participant on their own, which implies to apply for the Full membership in EERA.
- f) The Umbrella Organisation facilitates the JP collection process.

- g) All active members, Full and Associate Participants must be approved by the JPSC. Occasionally other umbrella members, who are not regularly active in the Joint Programme, may represent the umbrella organisation in the Joint programme. At least one member of an umbrella organisation in a Joint Programme has to pay a Full Participant fee. The other umbrella members, registered as associated JP participants, have to pay a Joint Programme fee for Associate Participants, but overall not more than “X” JP fees for associate participants. The default value of parameter “X” is “3”. The Executive Committee can decide on a case by case basis that another value for “X” should apply. The exact division of such fee between the Associate Participants shall be determined by the Umbrella Organisation in question.

4 Article EERA Joint Programmes

4.1 General description

JPs constitute strategic, permanent collaborations between major research organisations and institutes forming a virtual centre of excellence. The philosophy behind the Joint Programmes is the SET Plan logic, which sets out ambitious targets for energy technologies and points to new ways of pooling the national efforts and collaborating on the development of energy technologies at European level.

Objectives, time line, expected results and added value and envisaged resources for specific JP activities are described in the Description of Work (DoW) document. The DoW document is regularly revised by the JPSC and the Executive Committee is informed of important modifications when relevant. Participants and Associate Participants of a JP cooperate in good faith to carry out the foreseen JP activities.

The Statutes and these Internal Rules form the basis for the activities of the Full Participants and Associate Participants in a JP. Further specifications can be agreed within a JP provided that the Statutes and these Internal Rules are adhered to and any essential deviations from the Internal Rules or any new structures or characters are approved by the Executive Committee.

4.2 Management structure

JPs can be organised in Sub-Programmes with research goals and milestones for the planning period and can comprise joint projects and other activities. The foreseen projects and activities are documented in the DoW.

The management structure of each Joint Programme consists of:

- a. a JP Steering Committee (JPSC)
- b. a JP Management Board (JPMB)
- c. a JP Coordinator (JPC)
- d. Sub-Programme Coordinators (SPCs) for each Sub-programme.

The JPs will as a minimum have the governance structure as described above.

4.3 Responsibilities of EERA Members

All Full Participants and Associate Participants shall engage to report their activities in JPs as agreed between the JP Participants and in accordance with the directions given by the Executive Committee. However the Members have no obligation to disclose any proprietary information unless expressly otherwise agreed in writing by the Members in question.

In case a member of an umbrella organization has chosen to be represented by the umbrella organization (in accordance with Art. 3 ^{gd}), it has to act and harmonise all internal JP activities with the umbrella organisation.

4.4 New Participants and Associates

Additional Full Participants and Associate Participants may be accepted in order for the JP to extend and complement the range of the research, as well as to open the JP to all beneficial skills and competencies throughout the European Research Area. The new Full Participants and Associate Participants to the particular JP shall be approved by the JPSC, after a submitted request from the JPMB, provided that the new Full Participant or Associate Participant is currently a Member of the Association.

A new organisation shall first apply for the membership and be approved as a Member in accordance with the Statutes, before it can become a Full Participant or Associate Participant of any Joint Programme. According to the Statutes Article 5.4 new Members are accepted by the Executive Committee after receiving a preliminary approval from at least one JP in which the new organisation intends to participate. The preliminary approval shall be given by the JPSC of the relevant JP in which the new organization intends to participate as stated below in Article 4.7.2 f).

After a new organisation is accepted as a Member and becomes a Full Participant or Associate Participant in a JP, the relevant DoW shall be updated accordingly and modifications shall be reported to the Executive Committee.

4.5 Joint Programme Coordinator

4.5.1 Joint Programme Coordinator's mandate

The JPC is elected by the JPSC (as defined in article 4.7 below) after open and transparent call for candidate. The mandate is 4 years long and extendable. This right is retroactive.

4.5.2 Joint Programme Coordinator's role

The JPC is responsible for the overall coordination of the JP. The tasks of the JPC include but are not limited to:

- a) chairing the JPSC and the JPMB,
- b) coordinating the scientific activities in the Joint Programme,
- c) communicating with the Executive Committee and with other relevant parties,
- d) monitoring progress in achieving the Joint Programme deliverables and milestones,
- e) reporting scientific progress and any relevant issue affecting the development of the JP to the Executive Committee,
- f) proposing and coordinating scientific Sub-programmes for the Joint Programme,
- g) coordinating the overall planning process and the progress of the reporting,
- h) interacting with relevant Industry Initiatives and Knowledge and Innovation Communities in accordance with the policies of the Association,
- i) interacting with other JPCs looking for overlaps and / or transversal matters of common interest for the development of JPs activities.

4.6 Sub-Programme Coordinator

4.6.1 Sub-Programme Coordinator's mandate

The SPC is elected by the JPSC (as defined in article 4.7 below) after open and transparent call for candidate. The mandate is 4 years from the selection and extendable. This right is retroactive.

4.6.2 Sub-Programme Coordinator's role

The SPC is responsible for the coordination of a Sub-programme. The tasks of the SPC include but are not limited to:

- a) coordinating the activities in the Sub-programme,
- b) monitoring the progress in achieving the Sub-programme deliverables and milestones,
- c) reporting the progress and the unexpected developments to the responsible JPC,

- d) proposing and coordinating scientific plans for the Sub-programme for the coming planning period,
- e) Contributing to the collaboration with other Sub-programmes of the JP, by identifying and proposing joint activities.

4.7 Joint Programme Steering Committee

4.7.1 Composition

The JPSC consists of one representative of each Full Participant in the JP or the Full Participants of the JP may agree on a cluster-model, when one representative represents all the Full Participants and Associate Participants of its cluster in the JPSC. A cluster-model is recommended, if the JPSC has more than 20 participants. Clusters should collect participants belonging regionally, organizationally, or thematically together. Any cluster-model needs to be approved by the Executive Committee similarly than any deviations from this article 4.

The Associate Participants shall either be linked to a Full Participant in a JP and contribute to the activities of that Full Participant and be represented by that Full Participant in the JPSC or be a part of a cluster if the JP Participants have agreed on the cluster-model. The concerned Full Participant or cluster representative shall organise the relation between itself and its Associate Participant(s).

4.7.2 Role and responsibility

The JPSC has at least the following tasks and responsibilities:

- a. Selecting the Full Participant to coordinate the JP and submit the selected JPC for approval of the Executive Committee.
- b. Selecting a list of the Full Participants candidates to coordinate the Sub-programmes and approving the Sub-programme Coordinators for the JP.
- c. Reviewing the progress of the JP and providing recommendations to the JPMB in order to ensure that the programme activities will meet the highest scientific standards and that the competences and facilities of the Members are utilised in an optimal manner.
- d. Discussing and approving plans for the JP for the coming planning period as well as modifications of the progress reports and DoW. The latter shall be reported to the Executive Committee.
- e. Deciding on accepting new Full Participants and Associate Participants of the JP, however taking into account that an organisation, which is not yet a Member, needs to be approved as a Member in accordance with the Statutes, before it may become a Full Participant or Associate Participant of any JP.

- f. In accordance with Article 5.4 of the Statutes of the Association the preliminary approval of at least one JP is required for a membership application. It is hereby specified that the JPSC shall decide on the preliminary approval of the Membership of a new Member, which will be accepted as Full Participant or Associate Participant of the JP.
- g. Deciding on an EERA JP Project certificate grant procedure of the specific JP in accordance with the Article 4.9 and submission of the proposed procedure for approval to the Executive Committee.

4.7.3 Meetings

The JPSC shall be convened by the JPC at least twice a year. The meetings at the JPSC shall take place either in physical or in virtual form such as audio or video conferencing.

The procedures of the JPSC are as follows:

- a. Representation in meetings: At any JPSC all the Full Participants or cluster representatives should be present or represented. They may appoint a substitute or give a proxy to attend and vote. They may attend the meeting via telecommunication devices, when it is possible to arrange.
- b. Notice of a meeting: The JPC shall give notice in writing of a meeting to each JPSC member as soon as possible and no later than 28 days preceding ordinary JPSC meetings and 21 days preceding extra ordinary JPSC meetings.
- c. Sending of the agenda: The JPC shall prepare and send each JPSC member a written agenda (hereinafter referred to as “original agenda”) no later than 7 days preceding the JPSC meeting.
- d. Adding agenda items: Any agenda item requiring a decision by the JPSC must be identified as such on the agenda. Any JPSC member may add an item to the original agenda by written notification to all of the other JPSC members up to 2 days preceding the meeting. During a meeting the JPSC members present or represented can unanimously agree to add a new item to the original agenda.
- e. Decision without meeting: Any decision may also be taken without a meeting if the JPC circulates to all JPSC members a written document which is then signed by the defined majority of all Full Participants.
- f. Decisions will be binding once the relevant part of the Minutes has been accepted according to these Internal Rules.

- g. Voting rules and quorum: The JPSC shall not deliberate and decide validly unless one-half (1/2) of its members are present or represented (quorum). Each JPSC member present or represented in the meeting shall have one vote. A JPSC member which the Executive Committee has identified to be in breach of the Statutes or these Internal Rules (hereinafter Defaulting Party) shall not vote. Decisions shall be taken by a majority of two-thirds (2/3) of the votes. In case of two unsuccessful ballots to reach 2/3 majority, a passage to a simple majority voting rule could be applied with the exception of decision on JPC or SPC dismissing where the majority of two-thirds (2/3) remains.
- h. Veto rights: A Full Participant, which can show that its own work, time for performance, costs, liabilities, intellectual property rights or other legitimate interests would be severely affected by a decision of the JPSC, may exercise a veto with respect to the corresponding decision or relevant part of the decision within 15 days after that Full Participant has been informed about the decision. In case of exercise of veto, the JPSC shall make every effort to resolve the matter which occasioned the veto to the general satisfaction of all its Full Participants.
- i. The Defaulting Party may not veto decisions relating to its participation and termination in the JP or the consequences of them.
- j. Minutes of meetings: The JPC shall produce written minutes of each meeting which shall be the formal record of all decisions taken. The JPC shall send the draft minutes to all JPSC members within 10 calendar days after the meeting. The JPSC member, who is a cluster representative, shall inform its cluster members of the minutes without undue delay. The minutes shall be considered as accepted if, within 20 calendar days from sending, no JPSC member has objected in writing to the JPC with respect to the accuracy of the draft of the minutes. The JPC shall send the accepted minutes to all the Full Participants and shall preserve them. If requested the JPC shall provide authenticated duplicates to other Parties.

4.8 Joint Programme Management Board

4.8.1 Composition

The JPMB consists of the Joint Programme Coordinator and the Sub-Programme Coordinators. The JPMB is chaired by the Joint Programme Coordinator.

4.8.2 Role and responsibility

The JPMB is responsible for all management aspects of the Joint Programme. The JPMB has, inter alia, the following tasks and responsibilities to the appropriate extent:

- a. Management of joint financing issues
- b. Contract management of the JP
- c. Intellectual Property review
- d. Scientific co-ordination, progress control, planning on programme and sub-programme level
- e. Organising the internal communication plan funded either from the membership fees of the Association or from the JP-fee, provided that the Full Participants and Associate Participants of the particular JP have agreed about the extra fee paid for the JP. The internal communication tools may include workshops, contractors meetings, information exchange. The JPMB may provide a web based information platform for the communication on different levels within the Joint Programme.
- f. Preparing and submitting annual progress reports and documents in general for decision making in the Executive Committee.
- g. Setting out a proposal to the JPSC with plans for the coming planning period and provide progress reports.
- h. Granting an EERA JP Project certificate if the JP project certificate grant procedure for the specific JP is approved by the Executive Committee.

4.9 EERA JP Project Certificate

An EERA JPMB can issue a project certificate to indicate that a project proposal is developed by participants of the Joint Programme and in accordance with a standard procedure agreed by the specific Joint Programme Steering Committee and approved by the EERA Executive Committee. The issue of the endorsing certificate for proposal submitting consortia means that:

- I) A project proposal shall include, the sentence “This projects proposal aligns major research organisations in the framework of EERA and the SETPLAN“
- II) The EERA logo shall be used in the project.
- III) The consortia will be provided with a “recommendation letter” confirming that the proposal comply with EERA JP Research and development plan

5 Article Intellectual Property Rights and Confidentiality

The IPR Policy of the Association is annexed to these Internal Rules. Members are requested to adhere to that Policy as a part of these Internal Rules.

These Internal Rules of Procedure do not include any confidentiality obligations. When necessary the Members should agree on confidentiality obligations separately.

6 Article Waiver of Liability, No Warranty

Members work together in good faith towards successful coordination and agreed goals. The detailed liability of the Member with respect to a certain activity or performance shall be agreed separately. However, if not otherwise agreed, the liability of each Member towards another Member related to a certain EERA activity shall be limited to damages it has caused through gross negligence or wilful misconduct. The liability shall only comprise damages for personal injury and material damage (while excluding any consequential or immaterial damages) and shall not exceed a total amount of 15.000 Euro per Member.

In particular, no Member providing information, data and materials within the activities of EERA shall be deemed to make or have made any representation or warranty as to the fitness for a particular purpose, accuracy, non-infringement of third party rights, or completeness of such information, data and materials nor shall a Member have any liability to any other Member or any other person relating to or arising from the use of such information, data and materials.

The above limitations shall not apply in case of damage caused by wilful misconduct.

7 Article Finance

7.1 Membership fee

According to Article 5.3 of the Statutes of the Association each Full Member shall pay a full membership fee. The full membership fee is 3000€ on an annual basis. Associate Members shall pay reduced membership fee. The reduced membership fee is 1000€ on an annual basis. According to Article 10.3.3 of the Statutes of the Association the General Assembly possesses the specific powers to approve an extra fee for the Executive Committee members. The extra fee for the Executive Committee members is 7000€ on an annual basis.

7.2 Payment terms of the membership fee

According to Article 8.2 of the Statutes of the Association the payment terms of the membership fees are determined in the Internal Rules. Therefore the following payment terms are applied to payment of membership fees:

The yearly membership fee of the Association shall be paid by bank transfer to the Association's account. The membership fees are due and shall be paid within 30 days of the date of the invoice. The interest on overdue payments is in accordance with Belgian law.

The membership fee will be invoiced by the end of February. In case a member does not pay its membership fee until the end of April, the Association can request an additional charge of 10% on the membership fee from this member.

7.3 Potential JP Participation fee

Whether Full Participants and/or Associate Participants should additionally pay a fee for participating in a JP shall be decided by the JPSC and shall be subject to a specific agreement between the Full Participants and/or Associate Participants of the Joint Programme, who shall be liable for the payment.

In case a JP (through a decision made by the JPSC) decides to collect fees from Full Participants and/or Associate Participants, the relevant JP shall also appoint a treasurer to manage the collection and administration of such fees.

7.4 Costs of the Members

All costs such as travel and subsistence costs shall be paid by Members themselves unless explicitly budgeted and decided to be reimbursed by the Association.

8 Article Changes to the Internal Rules

Any amendment to these Internal Rules, including the IPR Policy, shall be made by a decision of the General Assembly in accordance with Article 10.3.3 of the Statutes of the Association.

APPENDIX A – Intellectual Property Rights in EERA Joint Programmes

EERA IPR Policy

In the Declaration of Intent (“DoI”) the founding members of EERA have described the context, governance, key objectives and tasks of EERA. In line with the DoI the participants of EERA wish to ensure rapid uptake and adoption of new technologies, efficient and effective cooperation with industry and strengthening of European competitiveness and industrial activity. Furthermore, EERA participants wish to create and maintain a sound foundation on which the continuous development of EERA can be based. Hence it is important to ensure that results generated in EERA projects are protected and commercialised. Commercialisation should be done on market terms in order not to distort the competitiveness in the market.

The participants of EERA wish to be able to set up projects quickly and efficiently with a minimum of bureaucracy thereby maintaining speed and focus on the scientific challenges to be addressed. Agreement on an IPR policy within EERA will further this. An IPR policy will provide existing and new participants of EERA a transparent and predictable frame for cooperation and enable EERA to draft template agreements to be used in EERA projects thereby minimising the time spent negotiating agreements for individual projects.

Most participants of EERA are familiar with the existing legal regime of the European Union’s 7th Framework Programme. The terminology and principles are well established and recognised and will to the extent possible be used as basis for drafting EERA templates.

The EERA IPR Policy is mandatory for all participants of EERA and should be considered, respected and adhered to in each individual project.

Purpose

This EERA IPR Policy will be the common understanding and foundation for efficient and effective utilisation of results generated in EERA projects and shall ensure that the rights of the EERA participants are properly taken into account.

The policy shall also ensure an equitable transfer of results and know-how to industry thereby furthering the objectives of EERA and generating reasonable return on investments made by EERA participants.

The EERA IPR principles

The EERA policy on intellectual property rights are based on seven principles.

Ownership of results and inventions remain with the inventing institutions

Results and inventions generated in an EERA project should remain with the participants, whose employee(s) generated the results and inventions. In case of a joint effort leading to results or inventions, ownership of such results should be jointly owned in shares according to intellectual contributions of the employees of the participants.

Results must be protected where appropriate

Protection of results is a prerequisite for successful commercialisation. The participants of EERA should always consider carefully whether filing for protection of a result would be reasonable when the value of protection and the prospect for commercialisation are taken into consideration.

Background knowledge should be available to EERA projects

The participants in EERA projects recognise that they all have their individual areas of expertise and valuable background knowledge which could be of particular relevance for EERA projects. All EERA participants should support EERA projects by making available relevant background knowledge to the other participants if it is of relevance to an EERA project. However, no participant is obliged to grant access to its background knowledge.

To ensure that expectations are matched when preparing a joint EERA project proposal, the participants should as part of the preparation consider whether access to existing background knowledge of any of the participants

will be required for carrying out the project or for exploiting results after completion of a project. The participants should identify any such background knowledge in writing.

The participants of EERA agree that any access to background knowledge will be subject to an agreement between the relevant participants. The terms and conditions of such access should reflect the purpose for which access to background knowledge is granted (project use/execution or commercial exploitation).

Access to project generated knowledge should be available to other EERA projects

The results from multiple projects within a work program may form a coherent platform for further use or commercialisation. The participants of EERA should always consider the possibility for creating coherent platforms and in good faith negotiate the required access to results to generate such platforms. Access must, however, be agreed between the EERA participants and no participant is obliged to grant access to generated results.

Licensing should generally be non-exclusive

The basic principle for access to EERA results and Background knowledge is non-exclusivity. However, the participants of EERA recognise that in order to find partners willing to fund further development of technology and move this into the market an exclusive license may be required. If an exclusive license is required, the EERA participant should always ensure that such license is defined and limited in its field of use, geographical area and duration. Further appropriate measures should be taken to ensure that the use of exclusively licensed technology will be pursued actively by the licensee.

Especially for enabling technologies the participants should ensure that exclusivity is even more limited in order to secure the possibility of spreading the technology to the widest extent possible.

The participants of EERA also recognise that licensing of results might not be sufficient or the best way to secure commercialisation. On the other hand, an assignment of ownership to results would imply a loss of control of the assigned results which could affect the research of EERA participants. But if assignment is considered as the best way to commercialise results, the participants of EERA may decide to do so.

Joint commercialisation should be pursued where possible

Commercialisation of a coherent set of results from a project is often more attractive to potential buyers of the results. Therefore the EERA participants should in each project and work program consider the possibility to jointly commercialise individually and jointly owned results.

The participants should consider appointing a commercial lead when preparing a joint EERA project. The role of the commercial lead would be to maintain focus on the commercial aspects (potential user feedback) and possibilities of the project and to ensure that these are considered throughout the duration of the project.

The participants should consider the mandate of the commercial lead and if appropriate include it in the contract.

EERA aims for commercialization in a global energy technology arena

The participants of EERA wish to facilitate the most efficient and effective utilisation of EERA results without distorting the competition in the market. Therefore all commercial exploitation of EERA results should be on market terms while preference may be given to companies exploiting results in Europe.