



Document n°

CS-GB-2014-17-07 doc9a GB Decision CS Funding agreement revision

CS-GB-2014-17-07 doc9b CS Funding agreement revision

Date 17th July 2014

The undersigned, Ric Parker, Chairman of Clean Sky 2 Joint Undertaking on behalf of the private members of the Governing Board adopts the above referenced documents herein attached.

Done in *LONDON* on 17th July 2014

A handwritten signature in blue ink, appearing to read 'Ric Parker', with a long horizontal line extending to the right.

Ric Parker

Chairman of the Governing Board

Clean Sky 2 Joint Undertaking



**DECISION ON THE FUNDING AGREEMENT BETWEEN THE CLEAN SKY 2
JOINT UNDERTAKING AND ITS MEMBERS OTHER THAN THE EUROPEAN
UNION**

**on their financial participation to the administrative costs of the Clean Sky Programme
under Council Regulation (EC) No. 71/2008¹**

The Private Members of the Governing Board of the Clean Sky 2 Joint Undertaking (hereinafter "the CSJU"),

Having regard to the Funding Agreement between the Clean Sky Joint Undertaking and its Members other than the European Community adopted on 9th of November 2009 (hereinafter "the Funding Agreement");

Having regard to the Council Regulation (EU) No. 558/2014 of 6 May 2014 (hereinafter "the CSJU Regulation") establishing the Clean Sky 2 Joint Undertaking and in particular Article 19 (2) and 19 (4) thereof;

Having regard to the Statutes and the list of private Members of the CSJU annexed to the CSJU Regulation;

Having regard to the Financial Rules of the CSJU adopted by the Governing Board on 03/07/2014 (hereinafter "the Financial Rules") and in particular Article 30 thereof.

Whereas the private Members of the Governing Board attach the utmost importance to the need to update the list of founding Members of the CSJU which shall reflect any termination of participation or change of legal details of the Founding Members or accession of new Members;

Whereas Article 4(7) of the Funding Agreement foresees the possibility to review and adjust the financial contribution of the private Members of the CSJU to the running costs of the Clean Sky Programme and the private Members of the Governing Board have identified the need to introduce appropriate adjustments;

Whereas the enclosed Funding Agreement shall refer only to the contribution by the private Members of the CSJU to the Clean Sky Programme under Council Regulation (EC) No. 71/2008 (under the Seventh Framework Programme for Research);

Whereas the administrative costs of the Clean Sky 2 Programme under Council Regulation (EU) No. 558/2014 (under Horizon 2020) shall be subject to a separate funding agreement,

¹ Council Regulation (EC) No 71/2008 of 20 December 2007 setting up the Clean Sky Joint Undertaking



HAS AGREED AS FOLLOWS:

Article 1

The enclosed Funding Agreement between the CSJU and its private Members other than the European Union is hereby adopted.

Article 2

The enclosed Funding Agreement repeals the Funding Agreement between the Clean Sky Joint Undertaking and its Members other than the European Community adopted on the 9th of November 2009 with effect from its entry into force.

Done in Brussels, on 17th July 2014



**FUNDING AGREEMENT BETWEEN THE CLEAN SKY 2 JOINT UNDERTAKING
AND ITS MEMBERS OTHER THAN THE EUROPEAN UNION**

**on the financial participation of the Members other than the European Union to the
administrative costs of the Clean Sky Programme
under Council Regulation (EC) No. 71/2008¹**

The Clean Sky 2 Joint Undertaking (hereinafter "CSJU"), represented by its Executive Director, or his/her duly authorised representative,

of the one part,

and the Members of the CSJU other than the European Union, meaning for the purpose of this agreement the ITD Leaders and Associates of the Clean Sky Programme under Regulation No. 71/2008 (hereinafter referred to as "the private Members") as listed in Annex I,

also hereinafter together referred to as the "Parties" or individually as a "Party"

of the other part,

Having regard to Council Regulation (EU) N° 558/2014 of 6 May 2014 (hereinafter "the CSJU Regulation") establishing the Clean Sky 2 Joint Undertaking and in particular Article 19 (2) and 19 (4) thereof;

Having regard to the Statutes annexed to the Regulation (hereinafter "the Statutes");

Having regard to the Financial Rules of the CSJU adopted by the Governing Board on 03/07/2014 (hereinafter "the Financial Rules") and in particular Article 30 thereof.

Whereas the present agreement shall refer only to the contribution to the administrative costs by the private Members of CSJU to the Clean Sky Programme under FP7 whereas the administrative costs of the Clean Sky 2 Programme under Horizon 2020 shall be subject of a separate funding agreement.

¹ Council Regulation (EC) No 71/2008 of 20 December 2007 setting up the Clean Sky Joint Undertaking

HAVE AGREED AS FOLLOWS:

Article 1

Subject

This funding agreement determines the modalities and conditions applicable to the payment of the administrative costs by the private Members of the CSJU participating in the Clean Sky Programme under FP7, i.e. the actions under Regulation 71/2008, defining certain mutual rights and obligations as considered appropriate by the Parties.

Article 2

Obligations of the CSJU

1. The payment of the private Members' contribution shall be guided by the principle of rigorous cash management of the CSJU, in order to ensure that its cash balance is limited to duly justified requirements.
2. The CSJU shall perform the tasks assigned to it by the Work Plan of the relevant year(s) as adopted by the Governing Board. The Work Plan shall be composed of three separate parts related to the Clean Sky Programme, the Clean Sky 2 Programme and the CSJU programme office. The present Funding Agreement shall regulate only the actions of the Clean Sky Programme.
3. The Executive Director of the CSJU shall manage the Joint Undertaking in such a way to minimize the administrative costs.
4. The CSJU shall sign a Transfer of Funds Agreement with the European Commission (hereinafter "the Commission") representing the European Union to determine the modalities and conditions applicable to the Union contribution to the CSJU, including the administrative costs.

Article 3

Principle and amount of the Members' contribution

1. In accordance with Article 15(2) of the Statutes of the CSJU, the administrative costs of the CSJU shall be covered through financial contributions divided equally on an annual basis between the Union and the private Members.
2. The total annual administrative costs of the CSJU corresponding to the activities in Article 2(2) above shall be set out in the Annual Budget adopted each year by the Governing Board. It shall include the estimated contribution to be paid by each private Member. The CSJU will normally operate on a rolling budget projection looking forward for a minimum period of two years.
3. The total administrative costs of the CSJU related to the Clean Sky Programme shall not exceed 3% of the overall cash contribution and the contributions in-kind of the private

Members and Partners until the end of the actions initiated under Regulation No. 71/2008² of meaning EUR 48 million.

Article 4

Determination of the share of each private Member

1. Each Member's contribution to the CSJU administrative costs shall be proportional to that Member's participation in the Clean Sky Programme. For the purposes of calculating the distribution of the administrative costs, each private Member's participation shall include that of all participating Affiliates or, where the Member is a Cluster, the participation of all members of the Cluster.
2. The planned participations of all private Members in the Clean Sky Programme in absolute and proportional terms are given in Annex 2 to this agreement. The proportions stated in Annex 2 shall apply to the distribution of the administrative costs amongst the private Members in any annual period, subject to the mid-term review provided in Article 4.7 and the final adjustment at the end of the Programme based on the actual participation of each Member and the JU contribution received.
3. In case of termination³ of participation of a private Member during a running year, the share of the existing private Members shall remain unchanged for that year.
4. A private Member terminated shall remain liable to pay all contributions to the administrative costs of the CSJU required to be paid by it under this funding agreement for the rest of the financial year in which it is terminated.
5. A private Member terminated after the 30th September in any year shall in addition pay all contributions to the administrative costs of the CSJU required to be paid by it under this funding agreement on or before 31 March in the Budget established for the next following year.
6. In case of under-spending of the budgeted administrative costs, an adjustment shall take place on the basis of the actual administrative costs, the following year, as a credit against next year's contribution.
7. A mid-term review of the percentages shall take place, where appropriate. Appropriate adjustments can be adopted by the Governing Board.
8. In the case of termination of participation of an Associate from an ITD consortium and Grant Agreement for Member, the ITD coordinators shall inform the CSJU whether the Member has no further work and associated budget in the ITD for the remaining period of the Clean Sky Programme.

² Article 19.2 of CSJU Regulation: "without prejudice to paragraph 1, actions initiated under Regulation (EC) No 71/2008 and financial obligations related to those actions shall continue to be governed by that Regulation until their completion.

³ Withdrawn upon the private Member initiative or terminated by the CSJU

Based on the above, the CSJU will proceed to the termination from the Grant Agreement for Members and as private Member of the CSJU provided that the concerned Associate does not perform activities or other activities are not planned in another ITD of the Programme. The Leaders shall ensure that the ITD work plans are enough detailed in a way as to identify the actual level of active participation of the Members in the relevant ITD and avoid any case of “sleeping Members” non performing activities and without any activity planned in the years to completion of the Clean Sky Programme.

The Consortium Agreement of the ITDs shall lay down rules on the termination of participation of a Member in a way as to allow the above mentioned CSJU monitoring role.

Article 5

Payment of the Members' contribution

1. The payment of the Members' contribution shall be based on a payment request submitted by the CSJU which shall include a cash-flow forecast for administrative costs, covering the period of the payment request;

The Members shall pay their contribution as defined in the Work Plan for the year N, and approved by the Governing Board, once a year by one single instalment.

2. Requests for payment of the single instalment of the contributions to the administrative costs shall be made to the Members by the CSJU not less than 30 days after the adoption of the relevant Work Plan by the Governing Board. The Members shall pay their contribution to the CS JU by 45 (forty-five) calendar days from the date of receipt of the payment request to:

Clean Sky 2 Joint Undertaking

TO56, 4th Floor

1049 Brussels

Belgium

on the following bank account of the CSJU:

Name and address of the bank: ING BELGIUM NV/SA, Rue DU TRONE 14 – 16, 1000 Bruxelles, BE

Name of account holder: Clean Sky 2 Joint Undertaking

IBAN: BE84 3630 7683 5659

SWIFT Code: EUCOBEBBSKY

3. The payment request as well as any notice or other formal communication shall be addressed by SCSJU to the private Member or to the Cluster coordinator (defined in Article 7) where applicable to the addresses in Annex 3.

4. As provided in Article 16 of Regulation No 966/2012 of 25 October 2012 on the financial rules applicable to the general budget of the Union, if the budget of the CSJU has not been finally adopted at the beginning of the financial year, the following rules shall apply to commitment and payment of expenditure which it has been possible to book to a specific line in the budget as part of implementation of the last budget duly adopted:

Commitments may be made per chapter up to a maximum of one quarter of the total appropriations authorized in the chapter in question for the previous financial year, plus one twelfth for each month which has elapsed.

Payments may be made monthly per chapter up to a maximum of one twelfth of the appropriations authorized in the chapter in question for the previous financial year.

The limit of the appropriations provided for in the statement of estimates of revenue and expenditure may not be exceeded.

At the request of the Executive Director, if the continuity of action by the CSJU and management needs so require, the Governing Board may simultaneously authorize two or more provisional twelfths for both commitments and payments over and above those automatically made available by the provisions of this article.

The additional twelfths shall be authorized in full and shall not be divisible.

Article 6

Late-payment interests

On expiry of the time-limit laid down in Article 5.2, and without any further notice being necessary, the CSJU shall be entitled to claim interests in accordance with the following principles:

a) The interest rate shall be the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the *Official Journal of the European Union*, in force on the first calendar day of the month in which the deadline falls, increased by three and a half percentage points;

b) The interest shall be payable for the period elapsing from the calendar day following expiry of the time-limit for payment up to the day of payment.

Article 7

Clusters

1. In the particular case of a private Member being a Cluster⁴, such Cluster shall be represented for the purposes of this agreement by a Cluster Coordinator. Where applicable, the relevant Cluster Coordinator shall ensure and be responsible for the collection of the contributions of the members of the Cluster to the CSJU. The allocation of such contributions among the members of the Cluster shall be determined by the Cluster and its members.

2. Each Cluster Coordinator signing this agreement on behalf of the Cluster shall be liable before the other parties and the CSJU for the payment of all sums due from the Cluster as whole.

⁴ Grouping of entities participating to one or several ITDs of the Programme which shall appoint a cluster coordinator

3. Each Cluster Coordinator further warrants that it is duly authorised to sign this agreement as agent on behalf of all Cluster members and to represent them for all purposes of this funding agreement and that each such Cluster member is jointly liable for the payment of any sums due from such Cluster under this agreement.

Article 8 *Liability*

The liability of the private Members, including the Cluster Coordinators, under this funding agreement is limited to the payment of their respective contributions to the administrative costs as per Article 4(1) above at the time of the claim and of late-payment interests if applicable.

No Member shall be liable to pay any other Member's contribution to the administrative costs.

Article 9 *Default*

If any Member or Cluster coordinator fails to meet its obligation to pay its contribution under the present funding agreement, the CSJU may offset any amount due from such Member or Cluster coordinator under this funding agreement against any grant or debt owed by the CSJU to such Member or any of its participating affiliates or any of its members in the case of a Cluster Coordinator.

Article 10 *Suspension of payment*

1. The payments of the private Members to the CSJU may be suspended upon a decision of the Governing Board.

2. The suspension of payment of the Union contribution by the Commission may apply for the following reasons:

(a) severe financial irregularities including cases of fraud, corruption or any illegal activity detrimental to the Union financial interests were uncovered in the financial management of the CSJU by the Commission's authorizing officer or detected by the Court of Auditors, the special financial irregularities panel set up by the Commission or the functionally independent panel of the CSJU or joint panel established by several European Union bodies, as referred to in Article 23(3) of the Financial Rules, and the European Anti-Fraud Office;

(b) the Commission established serious system weaknesses in the Internal Control Framework of the CSJU;

(c) the Commission established that CSJU repeatedly severely breaches the Regulation or the Statutes;

(d) information required by this agreement were not provided on time.

This will automatically lead to the suspension of the payment of the contributions to the CSJU by the private Members.

3. The Governing Board may waive the above mentioned suspension referred to in the previous paragraph on a case-by-case basis if the CSJU addresses adequately the cases identified above, subject to the conditions agreed with the Commission, such as an action plan containing remedies and deadlines.

4. The suspension of payments shall comply with the principle of proportionality and shall take into account the existing legal commitments of the CSJU.

Article 11 *Amendments*

Any amendments to this funding agreement shall be done in writing and approved by the private Members of the Governing Board of the CSJU. The CSJU shall notify the Members of any proposed amendment.

Article 12 *Applicable law and competent court*

1. This funding agreement shall be governed by European Union law and by the laws of Belgium, irrespective of its rules governing conflict of laws

2. The Court of Justice of the European Union shall have sole jurisdiction to hear any dispute between the Parties concerning the interpretation, application and validity of this funding agreement.

Article 13 *Transition Rules*

The administrative costs related to the Clean Sky 2 Programme under H2020 will be regulated when appropriate under a separate funding agreement to be adopted by the private Members of the Governing Board.

Article 14 *Entry into force*

This funding agreement and any amendment shall apply as from the date of adoption by the private Members of the Governing Board of the CSJU and only upon the CSJU has fulfilled its obligation under article Article 2 of this funding agreement.

Article 15 *Winding up of the JU*

In the course of any winding up and subject to any provisions for the benefit of third parties in Article 24 of the Statutes, any surplus in the administrative costs shall be distributed to the

Members of the CSJU including the European Union in proportion to their actual contribution to the CSJU.

Article 16
Severance

Each of the provisions of this funding agreement is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect in any jurisdiction it shall have no effect in that respect, and the parties shall then use all reasonable efforts to replace the invalid or unenforceable provision by a valid provision the effect of which is as close as possible to its intended effect.

Article 17
Waiver

No waiver by a Party of a failure by any other Party to perform any provision of this funding agreement operates or is to be construed as a waiver in respect of any other failure whether of a like or different character.

Article 18
Assignment

The obligations of a Member arising out of this funding agreement may be assigned or transferred to a named Affiliate of that Member by notice to the other Parties. No rights or obligations may otherwise be assigned or transferred to any third party without the prior written consent of the Governing Board of the CSJU.

Article 19
Counterparts

This funding agreement may be executed in any number of counterparts and by the Parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

Annex 1

LIST OF PRIVATE MEMBERS OF CSJU PARTICIPATING IN THE CLEAN SKY PROGRAMME UNDER FP7

Leaders

	Organisation	Address	Affiliates of Leaders whose administrative costs to the CSJU are paid by the respective Leader organisation
1.	Airbus SAS	Airbus Headquarters 1, Rond Point Maurice Bellonte 31707 Blagnac Cedex France	<ul style="list-style-type: none"> • Airbus Operations GmbH • Airbus Operations SAS France • Airbus Operations Ltd. • Airbus Operations S.L.
2.	Alenia Aermacchi S.p.A.	Alenia Aermacchi S.p.A. Via Ing. Paolo Foresio 121040 Venegono Superiore VA Italy	<ul style="list-style-type: none"> • Superjet International S.P.A.
3.	AgustaWestland S.p.A.	AgustaWestland S.p.A. Via Giovanni Agusta, 520 21017 Samarate - Cascina Costa (VA) Italy	
	AgustaWestland Limited	AgustaWestland Limited Lysander Road Yeovil – BA20 2YB United Kingdom	
4.	Dassault Aviation	Dassault Aviation Direction Commerciale 78 Quai Marcel Dassault 92552 Saint Cloud France	
5.	EADS Construcciones Aeronauticas S.A.U. (EADS CASA)	EADS CASA Pº John Lennon, s/n 28906 Getafe Spain	
6.	Airbus Helicopters	Airbus Helicopters Aéroport International Marseille Provence 13725 Marignane cedex France	<ul style="list-style-type: none"> • Airbus Helicopters Deutschland GmbH • Airbus Helicopters España S.A.
7.	Fraunhofer Gesellschaft	Fraunhofer-Gesellschaft zur Förderung der Angewandten Forschung e.V Hansastraße 27 C 80686 München Germany	
8.	Liebherr-Aerospace Lindenberg GmbH	Liebherr-Aerospace Lindenberg GmbH	<ul style="list-style-type: none"> • Liebherr-Aerospace Toulouse SAS

	Organisation	Address	Affiliates of Leaders whose administrative costs to the CSJU are paid by the respective Leader organisation
		Pfaenderstrasse 50-52 D-88161 Lindenberg	<ul style="list-style-type: none"> • Liebherr Elektronik GmbH
9.	Rolls-Royce Plc	Rolls-Royce Plc PO box31 Derby DE24 8BJ England	<ul style="list-style-type: none"> • Rolls-Royce Corporation • Rolls-Royce Deutschland RRD • Rolls-Royce Engine Control System
10.	Saab AB	Saab AB Bröderna Ugglas Gata SE-581 88 Linköping Sweden	
11.	Safran	Safran 2 boulevard du Général Martial Valin 75724 Paris Cedex 15 France	<ul style="list-style-type: none"> • Microturbo SA • Technofan SA • Sagem Defense Securite SA • Labinal Power Systems SA • Turbomeca SA • Snecma SA • Aircelle • Techspace Aero • Messier-Bugatti-Dowty • Messier-Dowty LTD
12.	Thales Avionics SAS	Thales Avionics SAS 45 rue de Villiers 92526 Neuilly sur Seine, Cedex France	<ul style="list-style-type: none"> • Thales Avionics Electrical Systems S.A. • Thales SA TRT • Thales Systèmes Aéroportés S.A.

Associates⁵

	Organisation	Address	Affiliated Entities
1.	Aernnova Aerospace S.A.U.	Parque Tecnológico de Alava, Calle Leonardo da Vinci 13 ES-01510 Miñano (Alava)	
2.	Aernnova Engineering Solutions Iberica SA	Avenida Llano Castellano 13 ES- 28034 Madrid	
3.	Aernnova Manufacturing Engineering S.A.	Portal de Gamarra 40 ES-01013 Vitoria-Gasteiz	
4.	Aeronamic	Planthofsweg 79 NL-7601PJ Almelo	
5.	Aerosoft S.p.A	Centro Direzionale Napoli Isola E7 IT-80143 Napoli	
6.	Airborne Technology Centre B.V.	Laan van Ypenburg 70 NL-2490AA The Hague	
7.	Avions de Transport Regional	Allee Pierre-Nadot 1 FR-31712 Blagnac	
8.	AVIO S.p.A.	Strada del Drosso 145 IT-10135 Torino	
9.	Centro Italiano Ricerche Aerospaziali SCPA	Via Maiorise 1 IT-81043 Capua - Caserta	
10.	Centro Sviluppo Materiali SPA	Via Di Castel Romano 100 IT-00128 Roma	
11.	Cranfield University	College Road UK-MK43 0AL Cranfield - Bedfordshire	
12.	Cytec Industrial Materials (Derby) Limited	Sinclair Close Composites House Heanor Gate Industrial Estate UK-DE75 7 SP Heanor Derbyshire	
13.	DEMA SPA - Design Manufacturing SPA	Via Adriano Olivetti 1 IT-80078 Pozzuoli	
14.	Deutsches Zentrum für Luft - und Raumfahrt e.V.	Linder Höhe DE-51147 Köln	

⁵ The list of Associates has been revised in view of Council Regulation No. 558/2014 of 6 May 2014 establishing the Clean Sky 2 Joint Undertaking.

	Organisation	Address	Affiliated Entities
15.	DIEHL AEROSPACE GmbH	Alte Nussdorfer Strasse 23 DE-88662 Uberlingen	
16.	EADS Deutschland GmbH	Willy-Messerschmitt-Strasse DE-85521 Ottobrunn	
17.	European Aeronautic Defence and Space Company EADS France SAS	Boulevard de Montmorency 37 FR-75016 Paris	
18.	EADS UK Ltd.	The Strand 111 UK-WC2R0AG London	
19.	Ecole Polytechnique Federale de Lausanne	Batiment CE 3316 Station 1 CH-1015 Lausanne	
20.	Eidgenoessische Technische Hochschule Zürich	Raemistrasse 101 CH-8092 Zürich	
21.	ELSYS Uzdaroji Akcine Bendrove	Baltupio 14 LT-08303 Vilnius	
22.	Fokker Aerostructures BV	Industrieweg 4 NL-3351 LB Papendrecht	
23.	Fokker Elmo BV	Aviolandalaan 33 NL-4630 AB Hoogerheide	
24.	Fox Bit S.r.l.	Via E. Gianturco 31 IT-80146 Napoli	
25.	GKN Aerospace Norway AS	Kirkegardsveien 45 NO-3616 Kongsberg	
26.	GKN Aerospace Sweden AB	46181 Trollhaettan Sweden	
27.	Green Systems for Aircraft Foundation (GSAF) (cluster)	Anthony Fokkerweg 2 NL-1059CM Amsterdam	
28.	HADEG Recycling GmbH	Julius-Leber-Weg 11 DE-21684 Stade	
29.	Hellenic Aerospace Industry SA	Mesogeion street 2-4 EL-11527 Athens	
30.	Huntsman Advanced Materials (Switzerland) GmbH	Klybeckstrasse 200 CH-4057 Basel	
31.	Igor Stichting IGOR (cluster)		
32.	IMAST - Distretto Tecnologico sull' Ingegneria dei Materiali Polimerici e Compositi e Strutture S.c.a.r.l.	Via del Parco Margherita 24 IT-80121 Napoli	

	Organisation	Address	Affiliated Entities
33.	Industria de Turbo Propulsores S.A.	Parque Tecnològico de Zamudio, 300 ES-48170 Zamudio	
34.	Institutul National De Cercetari Aerospatale Elie Carafoli - I.N.C.A.S. SA (cluster)	Iuliu Maniu 220 Sector 6 RO-061121 Bucuresti	
35.	Israel Aerospace Industries Ltd.	Ben Gurion International Airport IS-70100 Lod	
36.	Kin Machinebouw Rijen BV	Stedenbaan 15 NL-5121 DP Rijen	
37.	LMS International NV	Interleuvenlaan 68 BE-3001 Leuven	
38.	Microflown Technologies BV	Tivolilaan 205 NL-6824 BV Arnhem	
39.	Micromega Dynamics S.A. ⁶	ZI de Noville-les-Bois, Rue du Trou du Sart 10 BE-5380 Fernelmont	
40.	MTU Aero Engines AG	Dachauer Strasse 665 DE-80995 Munich	MTU Aero Engines Polska Sp.zoo
41.	Office National d'Etudes et de Recherches Aeronautiques	Avenue de la Division Leclerc 29 FR-92322 Châtillon	
42.	Piaggio Aero Industries S.p.A	Viale Castro Pretorio 116 IT-00185 Roma	
43.	Politecnico di Torino	C.so Duca degli Abruzzi, 24 IT-10129 Torino	
44.	Qinetiq Limited	Cody Technology Park Ively Road UK-GU14 0LX Farnborough	
45.	RUAG Schweiz AG (cluster)	Seetalstrasse 175 CH-6032 Emmen	
46.	S.C. Avioane Craiova S.A.	Jud. Dolj, Com. Chercesti, str. aviatorilor 10 RO-207280 Ghercesti	
47.	S.C. Romaero SA	B-dul Ficusului 44 RO-013975 Bucuresti	
48.	S.C. Straero SA	Iuliu Maniu 220 Sector 6 RO-061126 Bucuresti	
49.	SELEX ES SPA	Via Tiburtina KM 12 400 IT-00131 Roma	
50.	SICAMB S.p.A.	Via Eschido 1 IT-04100 Latina	

⁶ The participation of Micromega Dynamics S.A. is terminated as from 31/12/2013.

	Organisation	Address	Affiliated Entities
51.	Stichting Nationaal Lucht - En Ruimtevaartlaboratorium	Anthony Fokkerweg 2 NL-1059CM Amsterdam	
52.	Stichting NL Cluster ED	1 Kluyverweg Delft	
53.	Stichting NL Cluster SFWA	1 Kluyverweg Delft	
54.	Technische Universiteit Delft	Stevinweg 1 NL-2628 CN Delft	
55.	The University of Nottingham	University Park UK-NG7 2RD Nottingham	
56.	Universita degli Studi di Napoli Federico II	Corso Umberto I 40 IT-80138 Napoli	
57.	Universita di Bologna - Alma Mater Studiorum	Via Zamboni 33 IT-40126 Bologna	
58.	Universita di Pisa	Lungarno Pacinotti 43/44 IT-56126 Pisa	
59.	Universiteit Twente	Drienerlolaan 5 NL-7522 NB Enschede	
60.	University of Applied Sciences of Northwestern Switzerland (Fachhochschule Nordwestschweiz)	Bahnhofstrasse 6 CH-5210 Windisch	
61.	University of Malta (Foundation for International Studies)	Old University Buidling - St Paul Street MT-07 Valletta	
62.	Wytwarnia Sprzetu Komunikacyjnego PZL - Swidnik Spolka Akcyjna	Al. Lotnikow Polskich 1 PL-21045 Swidnik	
63.	Zodiac Aerotechnics SAS	Rue Pierre Curie 61 FR-78730 Plaisir	
64.	ZODIAC Aerazur	Rue Maurice Mallet 2 FR- 92130 Issy les Moulinaux	
65.	ZODIAC Aero Electric SAS	Rue des Longs Quartiers 7 FR- 93100 Montreuil	

Annex 2 Shares of each private Member in percentage

Company's name	Actual validated costs 2008-2012	Percentage based on validated costs 2008-2012
AIRBUS SAS	47,199,152	16.20%
SAFRAN SA	29,567,939	10.15%
ALENIA AERMACCHI SPA	21,745,190	7.46%
THALES AVIONICS SAS	20,098,296	6.90%
FRAUNHOFER-GESELLSCHAFT ZUR FOERDERUNG DER ANGEWANDTEN FORSCHUNG E.V	13,025,317	4.47%
LIEBHERR-AEROSPACE LINDENBERG GmbH	12,249,313	4.20%
ROLLS-ROYCE PLC	12,255,303	4.21%
DEUTSCHES ZENTRUM FUER LUFT - UND RAUMFAHRT e.V	10,458,091	3.59%
AIRBUS HELICOPTERS	10,446,332	3.59%
DASSAULT AVIATION SA	10,007,960	3.43%
OFFICE NATIONAL D'ETUDES ET DE RECHERCHES AEROSPATIALES	8,812,078	3.02%
Centro Italiano Ricerche Aerospaziali SCPA - CIRA	6,836,519	2.35%
SAAB AKTIEBOLAG	6,682,036	2.29%
AGUSTA WESTLAND	6,591,066	2.26%
ZODIAC AEROTECHNICS SAS	6,087,548	2.09%
MTU AERO ENGINES AG	5,659,340	1.94%
INSTITUTUL NATIONAL DE CERCETARI AEROSPATIALE ELIE CARAFOLI - I.N.C.A.S. SA	5,158,725	1.77%
GKN AEROSPACE SWEDEN AB	5,106,814	1.75%
STICHTING NATIONAAL LUCHT - EN RUIMTEVAARTLABORATORIUM	4,361,332	1.50%
EADS CASA	4,044,255	1.39%
EADS Deutschland GmbH	3,843,533	1.32%
INDUSTRIA DE TURBO PROPULSORES S.A.	3,487,788	1.20%
DIEHL AEROSPACE GMBH	2,748,326	0.94%
TECHNISCHE UNIVERSITEIT DELFT	2,503,930	0.86%
Aernnova Aerospace S.A.U.	2,636,624	0.90%
THE UNIVERSITY OF NOTTINGHAM	1,998,555	0.69%
HELLENIC AEROSPACE INDUSTRY SA	2,409,610	0.83%
ISRAEL AEROSPACE INDUSTRIES Ltd	1,941,090	0.67%
QINETIQ LIMITED	1,829,918	0.63%
AVIO S.p.A.	1,779,402	0.61%
Cranfield University	1,748,696	0.60%
European Aeronautic Defence and Space Company EADS France SAS	1,586,447	0.54%
LMS INTERNATIONAL NV	1,375,561	0.47%
S.C. Romaero SA	1,382,250	0.47%
UNIVERSITEIT TWENTE	1,230,189	0.42%
ATR (AVIONS DE TRANSPORT REGIONAL)	1,194,735	0.41%
WYTWORNIA SPRZETU KOMUNIKACYJNEGO PZL-Swidnik Spolka Akcyjna	1,176,240	0.40%
FOKKER AEROSTRUCTURES BV	885,238	0.30%
MICROFLOWN TECHNOLOGIES BV	722,730	0.25%
RUAG Schweiz AG	653,758	0.22%

Company's name	Actual validated costs 2008-2012	Percentage based on validated costs 2008-2012
SELEX ES SPA	618,437	0.21%
PIAGGIO AERO INDUSTRIES S.P.A	642,934	0.22%
CENTRO SVILUPPO MATERIALI SPA	542,159	0.19%
POLITECNICO DI TORINO	524,917	0.18%
UNIVERSITA DEGLI STUDI DI NAPOLI FEDERICO II	516,072	0.18%
SICAMB SPA	500,091	0.17%
UNIVERSITA DI PISA	436,576	0.15%
S.C. STRAERO SA	402,409	0.14%
DEMA SPA - Design Manufacturing SPA	400,457	0.14%
University of Applied Sciences of Northwestern Switzerland (FACHHOCHSCHULE NORDWESTSCHWEIZ)	340,500	0.12%
University of Malta (FOUNDATION FOR INTERNATIONAL STUDIES)	321,840	0.11%
EIDGENOESSISCHE TECHNISCHE HOCHSCHULE ZURICH	316,478	0.11%
S.C. AVIOANE CRAIOVA S.A.	285,760	0.10%
ECOLE POLYTECHNIQUE FEDERALE DE LAUSANNE	273,717	0.09%
Aerosoft S.p.A	245,865	0.08%
Aeronamic	213,773	0.07%
UNIVERSITA DI BOLOGNA - ALMA MATER STUDIORUM	212,379	0.07%
HUNTSMAN ADVANCED MATERIALS (SWITZERLAND) GMBH	197,072	0.07%
Cytec Engineered Materials (Derby) Limited	189,803	0.07%
IMAST - Distretto Tecnologico sull Ingegneria dei Materiali Polimerici e Compositi e Strutture S.c.a.r.l.	158,275	0.05%
Airborne Technology Center B.V.	122,407	0.04%
FOX BIT SRL	99,669	0.03%
EL SIS Uzdaroji akcine bendrove	96,859	0.03%
HADEG Recycling GmbH	89,429	0.03%
KIN MACHINEBOUW RIJEN BV	63,916	0.02%
MICROMEGA DYNAMICS S.A. ⁷	32,009	0.01%
Total Validated costs	291,371,028	100.00%

⁷ The participation of Micromega Dynamics S.A. is terminated as from 31/12/2013.

Annex 3

Addresses of the private Members for notices, request for payment

Aernnova Aerospace S.A.U.
Parque Tecnológico de Alava,
Calle Leonardo da Vinci 13,
Minano Major (Alava), 015
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Airbus Headquarters
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31707 Blagnac Cedex
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Attn.: Mr. Gareth Williams

Alenia Aermacchi S.p.A.
426 Corso Francia
10146 Turin
Italy
Attn.: Mr. Marco Protti

AgustaWestland S.p.A.
Via Giovanni Agusta, 520
21017 Samarate - Cascina Costa (VA)
Italy
Attn.: Mr. Antonio Antifora

Dassault Aviation
Direction des Affaires Economiques et Financières
78 Quai Marcel Dassault
Cedex 300
F-92552 St Cloud Cedex
France

EADS - Construcciones Aeronauticas S.A.U. (EADS CASA)
Pº John Lennon, s/n
28906 Getafe
Spain
Attn.: Mr. Javier Ruiz De Ojeda

Airbus Helicopters
Aéroport International Marseille Provence
13725 Marignane cedex
France
Attn. Mr. François Toulmay

Fraunhofer-Gesellschaft zur Förderung der Angewandten Forschung e. V
Fraunhofer-Institut für Bauphysik
Fraunhoferstrasse 10
83626 Valley
Germany

Attn. Mr John Cullen Simpson

Liebherr-Aerospace Lindenberg GmbH
Pfaenderstrasse 50-52
D-88161 Lindenberg
Attn.: Dr. Lester Faleiro

Rolls-Royce Plc
Jubilee House
4, St Christophers Way
Pride Park,
Derby.
DE24 8BJ
UK
Att.: Mr. Marc Pacey

SAAB AB
SAAB Aerosystems
Department for incoming invoices
SE-581-88 Linköping DS
Sweden
(Ref. to be included on the invoice: Clean Sky, Administrative Costs, attention Camilla Andersson)

SAFRAN
2, Boulevard du Général Martial Valin
75724 Paris Cedex 15
France

Thales Avionics S.A.S.
105, Avenue Général Eisenhower
BP 63647
F- 31036 Toulouse Cedex 1
France

MTU Aero Engines GmbH
Dachauer Strasse 665
80995 Munich
Germany
Mr. Peter Taferner
Sen. Program Manager, Clean Sky

Avio S.p.A.
Via I Maggio 56
10040 Rivalta di Torino (TO)
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ITP - Industria de Turbo
Propulsores S.A.
Mrs. Paloma González
R+T Programme Manager
Parque Tecnológico San Fernando
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San Fernando de Henares
28830 Madrid

Spain

RUAG Schweiz AG,
RUAG Aviation
Seetalstrasse 175
P.O. Box 301
CH-6032 Emmen
Switzerland
Attn. Ulrich Fischer for ECO DESIGN
AND:
Julia Greger for Smart Fixed Wing Aircraft

GKN Aerospace Sweden AB
S460 81 Trollhattan
SE-405 08 Göteborg
Sweden

Zodiac Aerotechnics SAS
61 Rue Pierre Curie BP 1 -
PLAISIR - Cedex -
FRANCE
Attn :Francois Larue

SELEX ES SPA
VIA TIBURTINA KM 12 400
IT-00131 ROMA

ONERA – Office National d’Etudes et de Recherches Aérospatiales
Avenue de la Division Leclerc 29 –
B.P.72 – 92322 CHÂTILLON
(France)

DLR - Deutsches Zentrum für Luft- und Raumfahrt EV
Linder Höhe,
51147 Köln,
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INCAS S.A.S.C. Institutul National de Cercetari Aerospatale “Elie Carafoli”
Bd. Iuliu Maniu 220, sector 6,
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UK

ATR - AVIONS DE TRANSPORT
REGIONAL
1, Allée Pierre Nadot,
31712 Blagnac cedex
France

CIRA -Centro Italiano Ricerche AerospazialiScpa

Via Maiorise
81043 Capua
Italy
Attn.: Mr Federico Tammaro
Chief Financial Officer

ISRAEL AEROSPACE INDUSTRIES Ltd (IAI)
Ben Gurion International Airport –
70100 (Israel)
Attn.: Mr. Arnold Nathan

Igor Stichting IGOR
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PZL Wytownia Sprzetu Komunikacyjnego PZL Swidnik Spolka Akcyjna
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Alte Nussdorfer Str. 23,
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EADS Deutschland GmbH
Innovation Works
D-81663 Munich
Germany

European Aeronautic Defence and Space Company EADS France SAS
12, rue Pasteur BP 76
92152 SURESNES Cedex
France

Fokker Aerostructures B.V.
Industrieweg 4, 3351 LB Papendrecht, Netherlands
Postbus 1 - 3350 AA Papendrecht (Nederland)

Green Systems for Aircraft Foundation (GSAF)
Anthony Fokkerweg 2,
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The Netherlands

University of Nottingham
University Park, Nottingham, NG7 2RD, UK