Approval

WRITTEN PROCEDURE 2014 - 12
for adoption of the

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 2 Programme
under Council Regulation (EC) No. 558/2014

Brussels, 5/12/2014

On November 20, 2014 the Executive Director of Clean Sky JU launched the written
procedure 2014 - 12 in accordance with the Rules of Procedure of the Governing Board, to
adopt the Funding agreement between the Clean Sky 2 Joint Undertaking and its members
other than the EU, on the financial participation of the Members other than the European
Union to the administrative costs of the Clean Sky 2 Programme under Council Regulation

The written procedure 2014 - 12 on the said documents has received the majority of votes.

The Funding agreement between the Clean Sky 2 Joint Undertaking and its members
other than the EU, on the financial participation of the Members other than the
European Union to the administrative costs of the Clean Sky 2 Programme under

Brussels December the 5th, 2014

Eric Dautriat
Executive Director
Clean Sky 2 Joint Undertaking

Annex: Rules for submission, evaluation, selection, award and review procedures of
Calls for Proposals
WRITTEN PROCEDURE 2014 - 12
for approval by the Private Members of the Clean Sky 2 Joint Undertaking of the

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 2 Programme under Council Regulation (EC) No. 558/2014

Brussels, 20/11/2014

The Executive Director of Clean Sky 2 Joint Undertaking hereby launches the written procedure for the approval of the: 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 2 Programme under Council Regulation (EC) No. 558/2014

The approval is done through a written procedure for the Clean Sky 2 Joint Undertaking Private Members only.

Annex I
Written procedure form

Annex II
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 2 Programme under Council Regulation (EC) No. 558/2014

Document reference: Written Proc. 2014 - 12 CS2 Funding Agreement (by Private Members only)
WRITTEN PROCEDURE 2014 – 12

for the approval by the Private Members of the Clean Sky 2 Joint Undertaking of the
"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 2 Programme under
Council Regulation (EC) No. 558/2014"

Annex I
Written procedure form

To be sent to Governing-Board@cleansky.eu

The Undersigned
(name of the representative)

Name of the organisation

<table>
<thead>
<tr>
<th>Accept</th>
<th>Does not accept</th>
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<tbody>
<tr>
<td>Approval of “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 2 Programme under Council Regulation (EC) No. 558/2014”</td>
<td>(1)</td>
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(1) Indicate here the reason

Done at

Date

Signature
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 2 Programme under Council Regulation (EC) No. 558/2014

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 ITDs/IADPs/TAs Leaders including their participating affiliates ² and the Core Partners including their participating affiliates of the Clean Sky 2 Programme under Regulation No. 558/2014 (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) No. 558/2014 of 6 May 2014 (hereinafter "the CSJU Regulation") establishing the Clean Sky 2 Joint Undertaking and in particular Article 15.2 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 2 Programme under H2020 whereas the administrative costs of the Clean Sky Programme under FP7 are subject of a separate funding agreement.

² For the purposes of this Funding Agreement “participating affiliates” are meant to include also the linked third parties.
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 2 Programme under: H2020, i.e. the actions under Regulation No. 558/2014, 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 2 Programme.

3. The Executive Director of the CSJU shall manage the CSJU 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 of the CSJU.

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 2 Programme shall not exceed EUR 78 000 000. If part of the contribution for administrative costs is not used, it may be made available to cover the operational costs of the CSJU.
Article 4

Determination of the contribution of each private Member

1. Each private Member’s contribution to the CSJU administrative costs shall be proportional to that private Member’s participation\(^3\) in the Clean Sky 2 Programme. For the purposes of calculating the contribution to the administrative costs, each private Member’s participation shall include that of its participating affiliates. Where the private Member is a cluster\(^4\) or a consortium, the participation shall include that of the members of the cluster or of the consortium.

2. The planned contribution of the private Members in the Clean Sky 2 Programme in proportional terms is set out in Annex II to this agreement which is defined in a way as to regulate transitional phase of the Clean Sky 2 Programme where only the 16 Leaders with their participating affiliates are the private Members of the CSJU. Where appropriate, the proportions stated in Annex II and the methodology of calculation used may be subject to reviews based on the accession of new private Members. Appropriate adjustments may be adopted by the private Members of the Governing Board.

3. In case of termination\(^5\) of participation of a private Member during a running year, the share of the existing private Members shall remain unchanged for that year. Requests for termination of “membership” to the CSJU shall be submitted by the private Members in accordance with Article 4.3 of the Statutes\(^6\), the CSJU will approve any termination contractually at grant agreement level and will update the list of private Members to the CSJU on its website

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.

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\(^3\) Participation is meant here to refer to the level of actual participation of the Member in the actions under the Clean Sky 2 JU grant agreement for Members and the amount of JU funding validated by the JU for such a Member.

\(^4\) Cluster is meant: here to be a single legal entity signing the grant agreement for Members and becoming Core Partner. It includes also the case where the members of a cluster are linked third parties under Article 14 of the grant agreement for Members. See also Article 7 below.

\(^5\) Withdrawn upon the private Member initiative or terminated by the CSJU.

\(^6\) Any member may terminate membership to the Clean Sky 2 Joint Undertaking. The termination shall become effective and irrevocable six months after its notification to the other members. As of then, the former member shall be discharged from any obligations other than those approved or incurred by the Clean Sky 2 Joint Undertaking prior to terminating the membership.
7. In the case of termination of participation of a Core Partner from an ITD/IADP/TA consortium and related Grant Agreement for Member, the ITD/IADP/TA coordinators shall inform the CSJU whether the Member has finished its activities and has no further work and budget in the ITD/IADP/TA for the remaining period of the Clean Sky 2 Programme.

The Leaders shall ensure that the ITD/IADP/TA work plans are enough detailed in a way as to identify the actual level of active participation of the Members in the relevant ITD/IADP/TA and avoid any case of “sleeping Members” non performing activities and without any activity planned in the years to completion of the Clean Sky 2 Programme.

**Article 5**

*Payment of the private Members’ contribution*

1. The payment of the private 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 private 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 private Members by the CSJU not less than 30 days after the adoption of the relevant Work Plan by the Governing Board. The private Members shall pay their contribution to the CSJU by 30 (thirty) 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, BELGIUM  
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 CSJU to the private Member, to the Core Partner Cluster Coordinator or to the Core Partner Consortium Coordinator (as defined in Article 7) where applicable to the addresses in Annex III.

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

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7 Termination shall be understood here when the private Member participation is withdrawn from any grant agreement for members and without any planned activity in the work plans of the ITDs/IADP/TA and as such terminated in its “membership” status of private Member of the CSJU.
to commitments and payments of expenditure which it has been possible to book to a specific line in the budget as part of the 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 Cluster, such Cluster shall be represented for the purposes of this agreement by a Cluster Coordinator legally authorized to enter into such an agreement. The relevant Cluster Coordinator shall ensure and be liable for the collection of the contributions of the members of the Cluster as a whole to the CSJU. The allocation of such contributions among the members of the Cluster shall remain within the responsibility of 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.
3. Each Cluster Coordinator further warrants that it is duly authorised to sign this agreement as agent on behalf of its Cluster members and to represent them for all purposes of this funding agreement and that its Cluster member are jointly liable for the payment of any sums due from such Cluster under this agreement.

4. Where the private Members are members of a Core Partner Consortium which has been selected as Core Partner\(^8\), each Member shall sign individually and be liable to the present agreement and the contribution of each private Member shall be counted separately, however the Coordinator of the Core Partner Consortium shall commit on behalf of its members to centralize and execute a single payment for the contribution of the Core Partner Consortium as a whole\(^9\). If the private Member participate also in other activities in another ITD/IADP, such participation shall be included in its total contribution and shall be paid separately.

**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.

Member shall not be liable to pay any other Member’s contribution to the administrative costs beyond the cases falling within Article 7.

**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 affiliate 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

\(^8\) Consortium member signing individually the Grant Agreement for Members and becoming individually Core Partner.

\(^9\) See the Rules for submission, selection, and evaluation of proposals of the calls for Core Partners.
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 paragraph 1 on a case-by-case basis if the CSJU addresses adequately the cases identified above, subject to the conditions agreed in the Governing Board 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 private 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
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 once the CSJU has fulfilled its obligation under Article 2 of this funding agreement.
Article 14
Winding up of the CSJU

In the course of any winding up of the CSJU regulated under Article 24 of the Statutes and without prejudice to the liability of the private Members under Article 22 of the Statutes, any surplus in the administrative costs shall be distributed to the Members of the CSJU in proportion to their actual contribution to the CSJU. Any such surplus distributed to the Union shall be returned to the Union budget.

Article 15
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 16
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 17
Assignment

The obligations of a signatory private Member arising out of this funding agreement may be assigned or transferred to a participating affiliate of that Member as listed in Annex I 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 18
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 I

LIST OF PRIVATE MEMBERS OF CSJU AND PARTICIPATING AFFILIATES IN THE CLEAN SKY 2 PROGRAMME UNDER H2020

Leaders

<table>
<thead>
<tr>
<th>Organisation</th>
<th>Legal Address</th>
<th>Participating affiliates of Leaders whose administrative costs to the CSJU are paid by the respective Leader organisation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. AgustaWestland SPA PIC: 999808489</td>
<td>4, Piazza Monte Grappa, 00195 Rome, Italy</td>
<td>Wytwornia Sprzetu Komunikacyjnego PZL-Swidnik Spolka Akcyjna PIC: 999446970</td>
</tr>
<tr>
<td>AgustaWestland Limited PIC: 999729337</td>
<td>Lysander Road Yeovil – BA20 2YB United Kingdom</td>
<td></td>
</tr>
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</table>
| 2. Airbus SAS PIC: 999963010 | 1, Rond-Point Maurice Bellonte 31707 Blagnac France | • Airbus Operations GmbH PIC: 999964756  
• Airbus Operations SAS PIC: 991247948  
• Airbus Operations Limited PIC: 999931582  
• Airbus Operations SL PIC: 999944095  
• Airbus Group SAS PIC: 999980082  
• Airbus Defence and Space GmbH, PIC: 999991819 |
| 3. Airbus Defence and Space, S.A. PIC: 999699558 | 404, Avenida de Aragon, 28022 Madrid Spain | |
| 4. Airbus Helicopters PIC: 999988327 | Aéroport International Marseille- Provence 13725 Marignane Cedex France | • Airbus Helicopters Deutschland GmbH PIC: 998157452  
• Airbus Helicopters España S.A., PIC: 997768676 |
<p>| 5. Alenia Aermacchi S.p.A. PIC: 999944774 | 4, Piazza Monte Grappa 00195 Roma, Italy | |
| 6. Dassault Aviation SA PIC: 999957675 | 9, Marcel Dassault , Rond-Point des Champs-Elysees 75008 Paris France | |
| 7. Deutsches Zentrum fuer Luft - und Raumfahrt | Linder Hoehe 51147 Koeln | |</p>
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<tbody>
<tr>
<td>Raumfahrt eV</td>
<td>Germany</td>
<td></td>
</tr>
<tr>
<td>8. Evektor, spol. s.r.o.</td>
<td>1008, Letecka 68604 Kunovic Czech Republic</td>
<td>Evektor-Aerotechnik a.s. PIC: 935114145</td>
</tr>
<tr>
<td>9. Fraunhofer-Gesellschaft zur</td>
<td>27 C, Hansastrasse 80686 München Germany</td>
<td></td>
</tr>
<tr>
<td>Foerderung der Angewandten Forschung E.V</td>
<td>PIC: 999984059</td>
<td></td>
</tr>
<tr>
<td>10. Liebherr-Aerospace Lindenberg</td>
<td>50-52, Pfanderstrasse 88161 Lindenberg Germany</td>
<td>• Liebherr Aerospace Toulouse SAS PIC: 999958257</td>
</tr>
<tr>
<td>GmbH PIC: 999941961</td>
<td></td>
<td>• Liebherr Elektronik GmbH PIC: 997731234</td>
</tr>
<tr>
<td>11. MTU Aero Engines AG</td>
<td>665, Dachauer Strasse 80995 Munchen Germany</td>
<td>• MTU Aero Engines Polska Spolka z Ograniczona Odpowiedzialnoscia PIC: 951219831</td>
</tr>
<tr>
<td>PIC: 950259822</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Piaggio Aero Industries SPA</td>
<td>116, Viale Castro Pretorio 00185 Roma Italy</td>
<td></td>
</tr>
<tr>
<td>PIC: 999505073</td>
<td></td>
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</tr>
<tr>
<td>13. Rolls-Royce Plc PIC: 999945356</td>
<td>65, Buckingham Gate SW1E 6AT London, United Kingdom</td>
<td>• Rolls-Royce for Profit Corporation PIC: 951103334</td>
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<tr>
<td></td>
<td></td>
<td>• Rolls-Royce Deutschland LTD &amp; CO KG PIC: 999919554</td>
</tr>
<tr>
<td></td>
<td></td>
<td>• Rolls-Royce Controls and Data Services Limited PIC: 97454451</td>
</tr>
<tr>
<td>14. Saab Aktiebolag PIC: 999959615</td>
<td>58188 Linköping Sweden</td>
<td></td>
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<td>• Sagem Defense Securite SA PIC: 999954668</td>
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<td></td>
<td>• Labinal Power Systems PIC: 999955444</td>
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<td></td>
<td></td>
<td>• Turbomeca SA PIC: 999957772</td>
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|                       |                                                    | • Sncema SA  
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|                       |                                                    |    Aircelle SA  
|                       |                                                    |    PIC: 997771877  
|                       |                                                    |    Techspace Aero SA  
|                       |                                                    |    PIC: 999957093  
|                       |                                                    |    Messier-Bugatti-Dowty SA  
|                       |                                                    |    PIC: 999961749  
|                       |                                                    |    Societe de Motorisations Aeronautiques  
|                       |                                                    |    PIC: 935479641  
|                       |                                                    |    Hispano-Suiza SA  
|                       |                                                    |    PIC: 999462102  
|                       |                                                    |    Safran Engineering Services  
|                       |                                                    |    PIC: 997381937  
| 16. Thales Avionics SAS | 18, Avenue du Marechal Juin  
| PIC: 999984447          | 92366 Meudon la Foret  
|                       |                                                    |    France  
|                       |                                                    | • Thales Avionics Electrical Systems S.A.  
|                       |                                                    |    PIC: 999963689  
|                       |                                                    |    Thales UK Limited  
|                       |                                                    |    PIC: 940761388  
|                       |                                                    |    Thales Training and Simulation SAS  
|                       |                                                    |    PIC: 953501077  
|
Core Partners\textsuperscript{13}

\textsuperscript{10} The List of Core Partners to be established following the Calls for Core Partners.
Annex II

Shares of each Private Member

The shares of the Private Members for 2014 shall be calculated on the basis of the participation of each member across the 2014 GAMs and as a percentage of the overall GAM value as calculated with the best available information at the JU on 10th November 2014. The final shares for 2014 are set out in Annex IV.

For 2015 the total administrative cost contributions for the 16 Leaders will be calculated on the basis of their participation in the signed Grant Agreement for Members (‘GAM’) for 2015, expressed in percentage of the budget allocated to the Leaders compared to the total allocated GAM budget for the period 2015. The participation rate of the private Members will be identified based on the situation/state of play at the end of March 2015. No shares will be calculated for Core Partners during 2015.

From 2016 onwards a new breakdown will be applied [including the Core Partners who have joined the CSJU and have acceded to the GAM(s)] to the members on the basis of their participation in the signed Grant Agreement for Members (‘GAM’) for each year, expressed in percentage of the budget allocated to the Leaders compared to the total allocated GAM budget for the current year. The participation rate of the private Members will be identified based on the situation/state of play at the end of March of the current year.

A review of the actual participation will be performed in September 2018 based on the actual validated costs for the years 2014/2015/2016. An appropriate adjustment for the payment of members will be taken into account with respect to their already paid contributions to the years 2014/2015/2016 will be calculated and will be offset against the 2018 requested contribution to the running costs.

A final review of the overall shares of the private Members based on the total validated costs is foreseen by end of 2024. When necessary, overcharged or undercharged Private Members will be duly compensated/invoiced before the JU is wound up and at the earliest opportunity in 2024.
Annex III

Addresses of the private Members for notices and request for payment

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

   AgustaWestland Limited
   Lysander Road
   Yeovil – BA20 2YB
   United Kingdom

2. Airbus SAS
   Airbus Headquarters
   1, Rond-Point Maurice Bellonte
   31707 B.agnac
   France
   Attn.: Mr. Gareth Williams

3. Airbus Defence and Space, S.A.
   Pº John Lennon, s/n
   28906 Getafe
   Spain
   Attn.: Mr. Javier Ruiz De Ojeda

4. Airbus Helicopters
   Aéroport International Marseille-Provence
   13725 Marignane Cedex
   France
   Attn. Mr. François Toulmay

5. Alenia Aermacchi S.p.A.
   426, Corso Francia
   10146 Turin
   Italy
   Attn.: Mr. Alessandro Vallo

6. Dassault Aviation SA
   Direction des Affaires Economiques et Financières
   78, Quai Marcel Dassault
   Cedex 300
   92552 St Cloud Cedex
   France
7. Deutsches Zentrum fuer Luft - und Raumfahrt eV
    Linder Höhe,
    51147 Köln,
    Germany

8. Evecktor, spol. s.r.o.
    1008, Letecka
    68604 Kuncvice
    Czech Republic

9. Fraunhofer-Gesellschaft zur Förderung der Angewandten Forschung e. V
    Fraunhofer-Institut für Bauphysik
    10, Fraunhoferstrasse
    83626 Valley
    Germany
    Attn. Mr John Cullen Simpson

10. Liebherr-Aerospace Lindenberg GmbH
    50-52, Pfaenderstrasse
    88161 Lindenberg
    Germany
    Attn.: Dr. Lester Faleiro

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

12. Piaggio Aero Industries SPA
    116, Viale Castro Pretorio
    00185 Roma
    Italy

13. Rolls-Royce Plc
    Jubilee House
    4, St Christophers Way
    Pride Park,
    Derby.
    DE24 8BJ
    United Kingdom
    Attn.: Mr. Marc Pacey

14. SAAB Aktiebolag
    SAAB Aerosystems
    Department for incoming invoices
    58188 Linköping DS
    Sweden
(Ref. to be included on the invoice: Clean Sky, Administrative Costs, attention Camilla Andersson)
15. Safran
2, Boulevard du Général Martial Valin
75724 Paris Cedex 15
France

16. Thales Avionics S.A.S.
105, Avenue Général Eisenhower
BP 63647
31036 Toulouse Cedex 1
France
### Annex IV

**CS2 Programme 2014 Running Costs Calculation**

<table>
<thead>
<tr>
<th>Leaders</th>
<th>Sum of CSJU Running costs contribution 2014</th>
<th>Sum of Max JU Contribution Annex II 2014</th>
<th>Sum of Proportion Max JU Contribution 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 AgustaWestland Ltd.</td>
<td>28,513.72</td>
<td>380,786.88</td>
<td>2.26%</td>
</tr>
<tr>
<td>2 AgustaWestland S.p.A.</td>
<td>47,696.61</td>
<td>636,965.00</td>
<td>3.78%</td>
</tr>
<tr>
<td>3 Airbus Defense &amp; Space - SA</td>
<td>22,178.83</td>
<td>296,187.50</td>
<td>1.76%</td>
</tr>
<tr>
<td>4 Airbus Helicopters S.A.S.</td>
<td>151,825.01</td>
<td>2,027,549.13</td>
<td>12.03%</td>
</tr>
<tr>
<td>5 Airbus SAS</td>
<td>315,151.18</td>
<td>4,208,690.50</td>
<td>24.97%</td>
</tr>
<tr>
<td>6 Aenlia Aermacchi</td>
<td>46,325.29</td>
<td>618,651.67</td>
<td>3.67%</td>
</tr>
<tr>
<td>7 Dassault Aviation</td>
<td>9,833.84</td>
<td>131,326.13</td>
<td>0.78%</td>
</tr>
<tr>
<td>8 Evoktor</td>
<td>13,733.19</td>
<td>183,400.00</td>
<td>1.09%</td>
</tr>
<tr>
<td>9 Fraunhofer</td>
<td>48,007.74</td>
<td>641,120.00</td>
<td>3.80%</td>
</tr>
<tr>
<td>10 Liebherr Aerospace Lindenber</td>
<td>72,520.72</td>
<td>968,478.88</td>
<td>5.75%</td>
</tr>
<tr>
<td>11 MTU Aero Engines AG</td>
<td>18,018.25</td>
<td>240,625.00</td>
<td>1.43%</td>
</tr>
<tr>
<td>12 Piaggio Aero</td>
<td>9,710.79</td>
<td>129,682.88</td>
<td>0.77%</td>
</tr>
<tr>
<td>13 Rolls-Royce plc</td>
<td>378,163.31</td>
<td>5,050,186.93</td>
<td>29.96%</td>
</tr>
<tr>
<td>14 Saab</td>
<td>4,098.53</td>
<td>54,733.88</td>
<td>0.32%</td>
</tr>
<tr>
<td>15 Safran S.A.</td>
<td>74,497.29</td>
<td>994,875.00</td>
<td>5.90%</td>
</tr>
<tr>
<td>16 Thales Avionics</td>
<td>21,818.47</td>
<td>291,375.00</td>
<td>1.73%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>1,262,092.77</strong></td>
<td><strong>16,854,634.34</strong></td>
<td><strong>100.00%</strong></td>
</tr>
</tbody>
</table>