

## I

(Acts adopted under the EC Treaty/Euratom Treaty whose publication is obligatory)

## REGULATIONS

## COUNCIL REGULATION (EC) No 71/2007

of 20 December 2007

## setting up the Clean Sky Joint Undertaking

(Text with EEA relevance)

THE COUNCIL OF THE EUROPEAN UNION,

should combine private sector investment and European public funding, including funding from the Seventh Framework Programme.

Having regard to the Treaty establishing the European Community, and in particular Articles 171 and 172 thereof,

- (2) Council Decision 2006/971/EC of 19 December 2006 concerning the Specific Programme 'Cooperation' implementing the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007 to 2013) <sup>(2)</sup> (hereinafter referred to as the Specific Programme Cooperation), underlines the need for ambitious pan-European public-private partnerships to accelerate the development of major technologies by large research actions at Community level including, in particular, JTIs.

Having regard to the proposal from the Commission,

Having regard to the opinion of the European Parliament,

- (3) The Lisbon Growth and Jobs Agenda underscores the need to develop favourable conditions for investment in knowledge and innovation in Europe with a view to boosting competitiveness, growth and jobs in the European Union.

Having regard to the opinion of the European Economic and Social Committee,

Whereas:

- (1) Decision No 1982/2006/EC of the European Parliament and of the Council of 18 December 2006 concerning the Seventh Framework Programme of the European Community for research, technological development and demonstration activities (2007-2013) <sup>(1)</sup> (hereinafter referred to as the Seventh Framework Programme), provides for a Community contribution to the establishment of long term public private partnerships in the form of Joint Technology Initiatives (hereinafter referred to as JTIs), which could be implemented through Joint Undertakings within the meaning of Article 171 of the Treaty. These JTIs result from the work of European Technology Platforms, already set up under the Sixth Framework Programme, and cover selected aspects of research in their respective fields. They

- (4) In its conclusions of 13 May 2003, of 22 September 2003 and of 24 September 2004, the Council highlighted the importance of further developing actions following the 3 % Action Plan for research and the innovation policy, including the development of new initiatives aimed at intensifying cooperation between industry and the public sector in funding research to enhance transnational public-private links.
- (5) In its conclusions of 4 December 2006 and of 19 February 2007, the Council and, its conclusions of 8-9 March 2007 the European Council, invited the Commission to submit proposals for the setting up of JTIs for initiatives that have reached an appropriate stage of preparedness.

<sup>(1)</sup> OJ L 412, 30.12.2006, p. 1.

<sup>(2)</sup> OJ L 400, 30.12.2006, p. 86, corrected by OJ L 54, 22.2.2007, p. 30.

- (6) The Aeronautics European Technology Platform Advisory Council for Aeronautics Research in Europe (ACARE) developed a Strategic Research Agenda, which identified as one of its high priorities the reduction of aviation's impact on the environment. It also concluded that technological changes are needed in order to achieve by 2020 the goals of cutting CO<sub>2</sub> emissions by 50 %, reducing NO<sub>x</sub> emissions by 80 %, reducing perceived external noise by 50 %, and making substantial progress in reducing the impact of manufacture, maintenance and disposal of aircrafts and related products on the environment.
- (7) The extent of the effort required to address the environmental challenges to the air transport system as defined in the Strategic Research Agenda of ACARE justified the setting up of a Joint Undertaking as the appropriate instrument to coordinate the relevant research activities.
- (8) The Clean Sky JTI should mitigate the various risks of market failure which discourage private investment in aeronautics research in general, and in clean Air Transport technologies in particular. It should provide integration and demonstration at the level of the system as a whole, thus decreasing the risk for private investment in developing new environmentally friendly aeronautics products. It should stimulate private R & D investment in environmentally friendly technologies in the European Union, thus addressing the existing R & D and environmental externalities.
- (9) The Clean Sky JTI should accelerate the development in the European Union of clean Air Transport technologies for earliest possible deployment which will contribute to achieving Europe's strategic environmental and social priorities, in combination with sustainable economic growth.
- (10) The Clean Sky JTI should be a public-private partnership associating all key stakeholders. Taking into account the long-term nature of this partnership, the necessary pooling and availability of financial resources, the high scientific and technical expertise required, including the management of a vast amount of knowledge, and appropriate intellectual property rules, it is vital to set up a legal entity capable of ensuring the coordinated use and efficient management of the funds assigned to the Clean Sky JTI. It is therefore appropriate to set up a Joint Undertaking under Article 171 of the Treaty (hereinafter referred to as the Clean Sky Joint Undertaking).
- (11) The Clean Sky Joint Undertaking aims at addressing the implementation of innovative, environmentally-friendly technologies in all segments of civil air transport, including large commercial aircraft, regional aircraft and rotorcraft, and in all supporting technologies such as engines, systems and materials life cycle. The Clean Sky Joint Undertaking will deliver full scale demonstrators in all areas of research activities, which should be tested either in flight or on the ground, as a result of a fully integrated approach and monitoring of the technological progress and impact.
- (12) The Clean Sky Joint Undertaking should be set up for the period up to 31 December 2017 to ensure the appropriate management of research activities, including exploitation of the results by the members of the Clean Sky Joint Undertaking and the participants initiated but not concluded during the Seventh Framework Programme. However, exploitation of results will not be funded by the Joint Undertaking.
- (13) The members of the Clean Sky Joint Undertaking should be the European Community represented by the Commission as public representative, the leaders of Integrated Technology Demonstrators (hereinafter referred to as ITDs) and the Associate members of the individual ITDs.
- (14) The Clean Sky Joint Undertaking should be open to new members.
- (15) The Clean Sky Joint Undertaking should be a body set up by the Communities, and discharge for the implementation of its budget should be given by the European Parliament, on a recommendation from the Council, taking however into account the particular characteristics resulting from the nature of JTIs as public-private partnerships and in particular from the private sector contribution to the budget.
- (16) The leaders of ITDs have signed a Memorandum of Understanding committing their respective companies to technical, managerial and financial participation in the Clean Sky Joint Undertaking for its full duration. All Associate members have committed themselves to a threshold financial participation for the whole duration of Clean Sky Joint Undertaking.
- (17) The research activities should be funded by the Community and funded at least equally by the other members' resources. Further financing options may be available, inter alia, from the European Investment Bank (EIB), in particular through the Risk-Sharing Finance Facility developed jointly with the EIB and the Commission, pursuant to Annex III of Decision 2006/971/EC.
- (18) The running costs of the Clean Sky Joint Undertaking should be covered equally by the Community and the other members.
- (19) The leaders of ITDs and the Associate Members of the individual ITDs should receive support from the Clean Sky Joint Undertaking when carrying out the research activities of which they are in charge.

- (20) The Clean Sky Joint Undertaking should be capable of organising competitive calls for proposals for supporting research activities, where appropriate.
- (21) Research activities carried out under the Clean Sky Joint Undertaking should respect the fundamental ethical principles applicable in the Seventh Framework programme.
- (22) The Clean Sky Joint Undertaking should adopt, in accordance with Article 185(1) of Council Regulation (EC, Euratom) No 1605/2002 <sup>(1)</sup> of 25 June 2002 on the Financial Regulation applicable to the general budget of the European Communities (hereinafter referred to as 'Financial Regulation') and subject to prior consent of the Commission, specific financial rules which take into account its specific operating needs arising, in particular, from the need to combine Community and private funding to support research and development activities in an efficient and timely manner. In order to ensure a harmonised treatment of the participants of the Joint Undertaking research activities and those of the indirect actions of the Seventh Framework Programme, it is appropriate that value added tax should not be an eligible cost for Community funding, in line with Regulation (EC) No 1906/2006 of the European Parliament and of the Council of 18 December 2006 laying down the rules for the participation of undertakings, research centres and universities in actions under the Seventh Framework Programme and for the dissemination of research results (2007-2013) <sup>(2)</sup>.
- (23) In order to ensure stable employment conditions and equal treatment of staff, and to attract specialised scientific and technical staff of the highest calibre, the Staff Regulations of Officials and the Conditions of Employment of Other Servants of the European Communities, laid down in Regulation (EEC, Euratom, ECSC) No 259/68 of the Council <sup>(3)</sup> (the Staff Regulations) should be applied to all staff recruited by the Clean Sky Joint Undertaking.
- (24) The rules for the organisation and operation of the Clean Sky Joint Undertaking should be laid down in the Statutes of the Clean Sky Joint Undertaking annexed to this Regulation.
- (25) The Commission should be entrusted with specific tasks associated with the monitoring of public funds and safeguarding Community interests in the Joint Undertaking.
- (26) The Clean Sky Joint Undertaking should regularly report to the European Parliament and to the Council on its progress.
- (27) The Clean Sky Joint Undertaking should rely on a number of external advisory bodies, involving National States and the ACARE European Technology Platform for Aeronautics, and should maintain regular contacts with National States.
- (28) As a body possessing legal personality, the Clean Sky Joint Undertaking should be accountable for its actions. As regards the resolution of disputes in contractual matters, any grant agreements or contracts concluded by the Clean Sky Joint Undertaking could provide for the jurisdiction of the Court of Justice.
- (29) The intellectual property rights policy of the Clean Sky Joint Undertaking should promote the creation and exploitation of knowledge.
- (30) Appropriate measures should be taken to prevent irregularities and fraud, and necessary steps should be taken to recover funds lost, wrongly paid or incorrectly used, in accordance with Council Regulation (EC, Euratom) No 2988/95 of 18 December 1995 on the protection of the European Communities financial interests <sup>(4)</sup>, and Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on the spot checks and inspections carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities <sup>(5)</sup>, and Regulation (EC) No 1073/1999 of the European Parliament and of the Council of 25 May 1999 concerning investigations concluded by the European Anti-Fraud Office (OLAF) <sup>(6)</sup>.
- (31) In order to facilitate the setting up of the Clean Sky Joint Undertaking, the Commission should be responsible for the establishment and initial operation of the Clean Sky Joint Undertaking until it has the operational capacity to implement its own budget.
- (32) The Clean Sky Joint Undertaking should be established in Brussels, Belgium. A host agreement should be concluded between the Clean Sky Joint Undertaking and Belgium concerning office accommodation, privileges and immunities and other support to be provided by Belgium to the Clean Sky Joint Undertaking.
- (33) Since the objective of this Regulation, namely the setting up of the Clean Sky Joint Undertaking, cannot be sufficiently achieved by the Member States due to the transnational nature of the great research challenge identified; which

<sup>(1)</sup> OJ L 248, 16.9.2002, p. 1. Regulation as amended by Regulation (EC) No 1995/2006 (OJ L 390, 30.12.2006, p. 1).

<sup>(2)</sup> OJ L 391, 30.12.2006, p. 1.

<sup>(3)</sup> OJ L 56, 4.3.1968, p. 1. Regulation as last amended by Regulation (EC, Euratom) No 337/2007 (OJ L 90, 30.3.2007, p. 1).

<sup>(4)</sup> OJ L 312, 23.12.1995, p. 1.

<sup>(5)</sup> OJ L 292, 15.11.1996, p. 2.

<sup>(6)</sup> OJ L 136, 31.5.1999, p. 1.

requires the pooling of complementary knowledge and financial resources across sectors and borders, and can therefore be better achieved at Community level, the Community may adopt measures, in accordance with the principle of subsidiarity as set out in Article 5 of the Treaty. In accordance with the principle of proportionality, as set out in that Article, this Regulation does not go beyond what is necessary in order to achieve that objective,

HAS ADOPTED THIS REGULATION:

*Article 1*

**Setting up of a Joint Undertaking**

1. For the implementation of the Joint Technology Initiative on Clean Sky, a Joint Undertaking within the meaning of Article 171 of the Treaty is hereby set up for the period up to 31 December 2017 (hereinafter referred to as the Clean Sky Joint Undertaking).
2. Its seat shall be located in Brussels, Belgium.

*Article 2*

**Objectives of the Joint Undertaking**

1. The Clean Sky Joint Undertaking shall contribute to the implementation of the Seventh Framework Programme and in particular Theme 7, Transport (including Aeronautics) of the Specific Programme Cooperation.
2. The objectives of the Clean Sky Joint Undertaking shall be the following:
  - (a) accelerating in the EU the development, validation and demonstration of clean Air Transport technologies for earliest possible deployment;
  - (b) ensuring coherent implementation of European research efforts aiming at environmental improvements in the field of Air Transport;
  - (c) creating a radically innovative Air Transport System based on the integration of advanced technologies and full scale demonstrators, with the target of reducing the environmental impact of air transport through significant reduction of noise and gaseous emissions, and improvement of the fuel economy of aircrafts;
  - (d) accelerating the generation of new knowledge, innovation and the uptake of research proving the relevant technologies and fully integrated system of systems, in the appropriate operational environment, leading to strengthened industrial competitiveness.

*Article 3*

**Legal status**

The Clean Sky Joint Undertaking shall be a Community body with legal personality. In all the Member States of the Community, it shall enjoy the most extensive legal capacity accorded to legal persons under the laws of those States. It may, in particular, acquire or dispose of movable and immovable property and be a party to legal proceedings.

*Article 4*

**Statutes**

The Statutes of the Clean Sky Joint Undertaking, as set out in Annex I hereto, constitute an integral part of this Regulation and are hereby adopted.

*Article 5*

**Community contribution**

1. The maximum Community contribution to the Clean Sky Joint Undertaking covering running costs and research activities shall be EUR 800 million paid from the budget appropriation allocated to the Theme 'Transport' of the Specific Programme Cooperation, according to Article 54(2)(b) of the Financial Regulation.
2. Where appropriate, the Community contribution to the Clean Sky Joint Undertaking for the funding of the research activities shall include funding of proposals selected by way of open and competitive calls for proposals.

The evaluation and selection process shall ensure that allocation of the Clean Sky Joint Undertaking public funding for competitive calls for proposals follow the principles of excellence and competition, and shall be carried out with the assistance of independent experts.

Any public or private entity established in a Member State or in a country associated to the Seventh Framework Programme, shall be eligible for such funding.

3. The arrangements for the Community financial contribution shall be established by means of a general agreement and annual financial implementation agreements to be concluded between the Commission, on behalf of the Community, and the Clean Sky Joint Undertaking.

4. Other Members of the Joint Undertaking shall contribute resources at least equal to the Community contribution, excluding those allocated through calls for proposals in order to carry out the research activities of the Clean Sky Joint Undertaking.

*Article 6***Financial rules**

1. The Clean Sky Joint Undertaking shall adopt specific financial rules in accordance with Article 185(1) of Regulation (EC, Euratom) No 1605/2002. They may depart from the rules laid down in Commission Regulation (EC, Euratom) No 2343/2002 of 23 December 2002 on the framework Financial Regulation for the bodies referred to in Article 185 of Council Regulation (EC, Euratom) No 1605/2002 on the Financial Regulation applicable to the budget of the European Communities <sup>(1)</sup> where the specific operating needs of the Clean Sky Joint Undertaking so require, subject to the prior consent of the Commission.

2. The Clean Sky Joint Undertaking shall have its own internal audit capability.

*Article 7***Staff**

1. The Staff Regulations and the rules adopted jointly by the institutions of the Communities for the purpose of applying them shall apply to the staff of the Clean Sky Joint Undertaking and its Executive Director.

2. Without prejudice to paragraph 3 of this Article and Article 7(3) of the Statutes, the Clean Sky Joint Undertaking shall exercise the powers conferred on the appointing authority by the Staff Regulations of Officials of the European Communities and on the authority empowered to conclude contracts by the Conditions of Employment of Other Servants of the European Communities in respect of its staff.

3. The Governing Board shall, in agreement with the Commission, adopt the necessary implementing measures referred to in Article 110 of the Staff Regulations.

4. The staff resources shall be determined in the establishment plan of the Clean Sky Joint Undertaking that shall be set out in its annual budget.

5. The staff of the Clean Sky Joint Undertaking shall consist of temporary agents and contract agents engaged for a fixed period that may be renewed no more than once for another fixed period. The total period of engagement shall not exceed seven years and shall not in any case exceed the period during which the Joint Undertaking shall exist.

6. All costs related to the staff shall be borne by the Clean Sky Joint Undertaking.

<sup>(1)</sup> OJ L 357, 31.12.2002, p. 72.

*Article 8***Privileges and immunities**

The Protocol on the Privileges and Immunities of the European Communities shall apply to the Clean Sky Joint Undertaking and its staff.

*Article 9***Liability**

1. The contractual liability of the Clean Sky Joint Undertaking shall be governed by the relevant contractual provisions and by the law applicable to the agreement or contract in question.

2. In the case of non-contractual liability, the Clean Sky Joint Undertaking shall, in accordance with the general principles common to the laws of the Member States, make good any damage caused by its staff in the performance of their duties.

3. Any payment by the Clean Sky Joint Undertaking in respect of the liability referred to in paragraphs 1 and 2 and the costs and expenses incurred in connection therewith shall be considered as expenditure of the Clean Sky Joint Undertaking and shall be covered by the resources of the Clean Sky Joint Undertaking.

4. The Clean Sky Joint Undertaking shall be solely responsible for meeting its obligations.

*Article 10***Jurisdiction of the Court of Justice and applicable law**

1. The Court of Justice shall have jurisdiction:

- (a) in any dispute between the Members which relates to the subject matter of this Regulation and/or the Statutes referred to in Article 4;
- (b) pursuant to any arbitration clause contained in agreements and contracts concluded by the Clean Sky Joint Undertaking;
- (c) in actions brought against the Clean Sky Joint Undertaking, including decisions of its Bodies, under the conditions provided for in Articles 230 and 232 of the Treaty;
- (d) in disputes related to compensation for damage caused by the staff of the Clean Sky Joint Undertaking in the performance of their duties.

2. For any matter not covered by this Regulation or by other acts of Community law, the law of the State where the seat of the Clean Sky Joint Undertaking is located shall apply.

*Article 11***Report, evaluation and discharge**

1. The Commission shall present to the European Parliament and to the Council an annual report on the progress achieved by the Clean Sky Joint Undertaking. This report shall contain details of implementation including the number of proposals submitted, the number of those selected for funding, the type of participants, including SMEs, and statistics broken down by country. In particular this annual report will include assessment results of the Technology Evaluator referred to in Article 8(1) of the Statutes, as appropriate.

2. Three years after the adoption of this Regulation (but in any case no later than 31 December 2010), and subsequently by 31 December 2013, the Commission shall carry out an evaluation with the assistance of independent experts on the basis of terms of reference established after consultation with the Joint Undertaking. These evaluations shall cover the quality and efficiency of the Clean Sky Joint Undertaking, and progress towards the objectives set. The Commission shall communicate to the Council the conclusions thereof, accompanied by its observations and, where appropriate, by its proposals to amend this Regulation, including the possible early termination of the Joint Undertaking.

3. Not later than six months after the end of the Joint Undertaking, the Commission shall conduct a final evaluation of the Clean Sky Joint Undertaking with the assistance of independent experts. The results of the final evaluation shall be presented to the European Parliament and to the Council.

4. Discharge for the implementation of the budget of the Clean Sky Joint Undertaking shall be given by the European Parliament, upon recommendation from the Council, in accordance with a procedure provided for by the financial rules of the Clean Sky Joint Undertaking.

*Article 12***Protection of the financial interests of the Members and anti-fraud measures**

1. The Clean Sky Joint Undertaking shall ensure that the financial interests of its members are adequately protected by carrying out or by allowing the carrying out of appropriate internal and external controls.

2. Should the Members discover any irregularities, they shall reserve the right to reduce or suspend any subsequent contribution to the Clean Sky Joint Undertaking, or to recover amounts unduly spent.

3. For the purposes of combating fraud, corruption and other illegal acts, Regulation (EC) No 1073/1999 shall apply.

4. The Clean Sky Joint Undertaking shall carry out on-the-spot checks and financial audits among the recipients of the Clean Sky Joint Undertaking's public funding.

5. The Commission and/or the Court of Auditors may, if necessary, carry out on-the-spot checks among the recipients of the Clean Sky Joint Undertaking's funding and the agents responsible for allocating it. To that end, the Clean Sky Joint Undertaking shall ensure that grant agreements and contracts provide for the right of the Commission and/or the Court of Auditors to carry out the appropriate controls and, in the event of the detection of irregularities, to impose dissuasive and proportionate penalties.

6. The European Anti-Fraud Office (OLAF) <sup>(1)</sup> shall enjoy the same powers in respect of the Joint Undertaking and its staff as it enjoys in respect of Commission departments. As soon as the Joint Undertaking is established, it shall accede to the Interinstitutional Agreement of 25 May 1999 between the European Parliament, the Council and the Commission concerning internal investigations by OLAF. The Clean Sky Joint Undertaking shall adopt the measures necessary to facilitate internal investigations conducted by OLAF.

*Article 13***Confidentiality**

Without prejudice to Article 14, the Clean Sky Joint Undertaking shall ensure the protection of sensitive information, disclosure of which could damage the interests of its Members or of participants in the activities of the Clean Sky Joint Undertaking.

*Article 14***Transparency**

1. Regulation (EC) No 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding access to European Parliament, Council and Commission documents <sup>(2)</sup> shall apply to documents held by the Clean Sky Joint Undertaking.

2. The Clean Sky Joint Undertaking shall adopt practical arrangements for implementing Regulation (EC) No 1049/2001 by 7 August 2008.

3. Decisions taken by the Clean Sky Joint Undertaking pursuant to Article 8 of Regulation (EC) No 1049/2001 may form the subject of a complaint to the Ombudsman or of an action before the Court of Justice, under the conditions laid down in Articles 195 and 230 of the Treaty respectively.

4. The Clean Sky Joint Undertaking shall adopt practical arrangements for implementing Regulation (EC) No 1367/2006 of the European Parliament and of the Council of 6 September 2006 on the application of the provisions of the Aarhus Convention on Access to Information, Public Participation in Decision-making and Access to Justice in Environmental Matters to Community institutions and bodies <sup>(3)</sup> before 7 August 2008.

<sup>(1)</sup> Commission Decision 1999/352/EC, ECSC, Euratom of 28 April 1999 establishing the European Anti-fraud Office (OLAF) (OJ L 136, 31.5.1999, p. 20).

<sup>(2)</sup> OJ L 145, 31.5.2001, p. 43.

<sup>(3)</sup> OJ L 264, 25.9.2006, p. 13.

*Article 15***Intellectual property**

The Clean Sky Joint Undertaking shall adopt distinct rules governing the protection, use and dissemination of research results, based on the principles of Regulation (EC) No 1906/2006 as set out in Article 23 of the Statutes, which ensure that, where appropriate, intellectual property generated in research activities under this Regulation is protected, and that research results are used and disseminated.

*Article 16***Preparatory actions**

1. The Commission shall be responsible for the establishment and initial operation of the Clean Sky Joint Undertaking until the Joint Undertaking has the operational capacity to implement its own budget. It shall carry out, in accordance with Community law, all necessary actions in collaboration with other Founding Members and the involvement of the Governing Board.

2. For that purpose, until such time as the Executive Director takes up his duties following his appointment by the Governing Board in accordance with Article 7(3)(a) of the Statutes, the

Commission may assign a limited number of its officials, including one to fulfil the functions of the Executive Director, on an interim basis.

3. The interim Executive Director may authorise all payments covered by the credits provided in the budget of the Clean Sky Joint Undertaking once approved by the Governing Board and may conclude contracts, including staff contracts following the adoption of the Clean Sky Joint Undertaking establishment plan. The Commission authorising officer may authorise all payments covered by the credits provided in the general budget of the Clean Sky Joint Undertaking.

*Article 17***Support from the host State**

A host agreement shall be concluded between the Clean Sky Joint Undertaking and Belgium concerning office accommodation, privileges and immunities and other support to be provided by Belgium to the Clean Sky Joint Undertaking.

*Article 18***Entry into force**

This Regulation shall enter into force on the third day following its publication in the *Official Journal of the European Union*.

This Regulation shall be binding in its entirety and directly applicable in all Member States.

Done at Brussels, 20 December 2007.

*For the Council*

*The President*

F. NUNES CORREIA

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## ANNEX I

## STATUTES OF THE CLEAN SKY JOINT UNDERTAKING

## Article 1

## Definitions

For the purposes of these Statutes, the following definitions shall apply:

- (a) 'associate' means a single legal entity selected following call for membership and which commits for the full duration of the Joint Undertaking and for a minimum fixed share of the ITD budget.
- (b) 'calls for proposals' means open calls for specific tasks, resulting in the selection of Partners on a competitive basis.
- (c) 'calls for tender' means calls for subcontracting specific tasks issued by ITD Leaders or Associates.
- (d) 'Integrated Technology Demonstrator (ITD)' means one of the six technological areas to be covered by the Clean Sky Joint Undertaking.
- (e) 'ITD Leader' means Co-leader of one of the six ITDs.
- (f) 'National States' means Member States and countries associated to the Seventh Framework Programme.
- (g) 'Partner' means a legal entity selected in the course of JTI to perform specific tasks and is not necessarily committed for the full duration of the Joint Undertaking.
- (h) 'subcontractor' means a legal entity which performs tasks under contract to ITD Leader or Associate.
- (i) 'Technology Evaluator (TE)' means the central activity established in accordance with Article 8(1).

## Article 2

## Tasks and activities

In order to achieve the objectives of the Clean Sky Joint Undertaking its main tasks and activities shall be the following:

- (a) bringing together a range of ITDs with the emphasis on innovative technologies and development of full scale demonstrators;
- (b) focusing efforts within ITDs on key deliverables that can help meet Europe's environmental and competitiveness goals;
- (c) enhancing the technology verification process in order to identify and remove obstacles to future market penetration;
- (d) pooling user requirements to guide investment in research and development towards operational and marketable solutions;

- (e) implementing the research and development activities needed, where appropriate by awarding grants following calls for proposals;
- (f) awarding grants to support research performed by its Members and by other entities selected following calls for proposals in accordance with open criteria agreed by the Governing Board;
- (g) publishing information on the projects, including the name of the recipients and the amount of the financial contribution of the Clean Sky Joint Undertaking per recipient;
- (h) ensuring the provision of services and supply contracts, where appropriate, through calls for tender;
- (i) mobilising the public and private sector funds needed;
- (j) liaising with national and international activities in the Joint Undertaking technical domain, in particular with the SESAR Joint Undertaking <sup>(1)</sup>;
- (k) informing, by way of periodic meetings, the National States Representative Group and involving ACARE;
- (l) notifying legal entities that have concluded a grant agreement with the Clean Sky Joint Undertaking of the potential borrowing opportunities from the European Investment Bank, in particular the Risk Sharing Finance Facility set up under the Seventh Framework Programme;
- (m) stimulating the involvement of SMEs in its activities, in line with the objectives of the Seventh Research Framework Programme; in this respect the Clean Sky Joint Undertaking shall establish relevant quantitative targets in line with those set in the Seventh Framework Programme;
- (n) developing close cooperation and ensure coordination with related European (in particular the Framework Programme), national and trans-national activities.

## Article 3

## Members

1. The following shall be Founding Members of the Clean Sky Joint Undertaking:
  - (a) the European Community, represented by the Commission; and,
  - (b) upon acceptance of the Statutes of the Clean Sky Joint Undertaking, 12 ITD leaders and the Associates.

<sup>(1)</sup> OJ L 64, 2.3.2007, p. 1.

The Commission and the ITD Leaders shall have overall visibility of the activities of the JTI, and shall be responsible for taking overall strategic decisions.

The Associates shall participate in one or more ITDs, will co-determine technical decisions to be taken regarding these ITDs, and contribute a fair share of the total work programme of these ITDs.

The founding ITD Leaders and Associates are listed in Annex II, subject to the first subparagraph.

2. Any public or private entity established in a Member State or in a country associated to the Seventh Framework Programme may apply to become a member of the Clean Sky Joint Undertaking, provided that:

- (a) as ITD Leaders, they commit themselves to contribute resources proportional to and consistent with the overall JTI activities;
- (b) as Associates, their commitment is proportional to the budget of the ITD they participate in and consistent with the ITD requirements.

3. The Founding Members as referred to in paragraph 1 and new members as referred to in paragraph 2 shall be hereinafter referred to as 'Members'.

#### Article 4

##### Accession and changes to membership

###### 1. Accession Rules

Any public or private legal entity established in a Member State or in a country associated to the Seventh Framework Programme may apply to become a Member of the Clean Sky Joint Undertaking, under conditions below:

- the legal entities applying to become ITD Leaders or Associates shall accept the Statutes of the Clean Sky Joint Undertaking,
- the legal entities applying to become ITD Leaders shall commit themselves to the exploitation of its results afterwards, to contribute financially to the running costs of the Clean Sky Joint Undertaking with a commitment proportional to its overall budget, and to contribute to the ITDs they lead,
- the legal entities applying to become Associates shall commit themselves to contribute financially to the Clean Sky Joint Undertaking in one or more ITDs according to a predefined threshold of commitment proportional to the budget of that ITD, and to contribute financially to the running costs of the Clean Sky Joint Undertaking.

Calls for Associates shall be driven by the need for key capabilities within the various ITDs. Vacancies shall be publicised via the Clean Sky website, communicated through the National States Representative Group and other channels where appropriate.

###### 2. Governing Board decision

Any application of new membership to the Clean Sky Joint Undertaking shall be addressed to the Governing Board for its approval according to the procedure set out in Article 5 and transmitted to the National States Representatives Group for information.

Decisions of the Governing Board on accession of any other legal entity shall be made taking into account the relevance and potential added value of the applicant for the achievement of the objectives of the Clean Sky Joint Undertaking, as well as their capacity to exploit the technologies developed. For any application for new membership, the Commission shall provide timely information to the Council on the assessment and, where applicable, on the decision of the Governing Board.

3. Membership of the Clean Sky Joint Undertaking may not be transferred to a third party without the prior written consent of the Governing Board.

Any Member may, in exceptional circumstances and subject to the consent of the Governing Board and the Steering Committee of any relevant ITDs, withdraw from the Clean Sky Joint Undertaking. Following withdrawal, the former Member shall be discharged from any obligation other than those already undertaken through contracts entered into with the Clean Sky Joint Undertaking and with other Members in accordance with these Statutes prior to the Member's withdrawal.

#### Article 5

##### Bodies of the Clean Sky Joint Undertaking

1. The bodies of the Clean Sky Joint Undertaking shall be:

- the Governing Board,
- the Executive Director,
- the ITD Steering Committees,
- the Technology Evaluator Steering Committee, and
- the General Forum.

A National States Representative Group shall be an external advisory body to the Clean Sky Joint Undertaking.

2. In case a specific task is not assigned to one of the bodies, the Governing Board shall be the competent one.

3. An Advisory Board shall be established as appropriate by the Joint Undertaking to advise, and issue recommendations to, the Clean Sky Joint Undertaking on managerial, financial and technical topics.

#### Article 6

##### Governing Board

1. The Governing Board is the governing body of the Clean Sky Joint Undertaking.

###### 2. Composition

The Governing Board shall be composed of named representatives of the following parties:

- (a) the European Community represented by the Commission;
- (b) the ITD Leaders;
- (c) one Associate per ITD, as laid out in Article 8, 4(f) of these Statutes.

### 3. *Decision making*

Each individual member of the Governing Board shall have one equal vote.

The Governing Board shall make decisions by a two-thirds majority of all eligible votes. Eligible votes include those of members that are not present at the meeting.

The consent of all affected ITD Leaders is required in order to modify the budget allocation to and within ITDs.

### 4. *Chairmanship*

(a) The Governing Board shall appoint among its representatives a chairman and a vice-chairman. The Commission representative shall not be eligible for either function.

(b) The chairman and the vice-chairman of the Governing Board shall be elected for a period of one year and may be re-elected for one further year.

### 5. *Meetings*

The Governing Board shall meet at least twice a year.

Extraordinary meetings shall be convened at the request of the chairman of the Governing Board or the Commission or the Executive Director.

The meetings shall normally take place at the seat of the Clean Sky Joint Undertaking.

Unless otherwise decided, the Executive Director shall participate in the meetings.

The chairman of the National States Representatives Group shall have the right to attend meetings of the Governing Board as an observer.

### 6. *Role and tasks*

The Governing Board shall be responsible in particular for:

- (a) definition or change of the strategic orientation;
- (b) conclusion, release and/or amendment of contracts;
- (c) adoption of the financial rules of the Clean Sky Joint Undertaking in accordance with Article 6 of this Regulation;
- (d) adoption of the budget and the annual accounts of the Clean Sky Joint Undertaking;
- (e) adoption of changes of budget allocation to ITDs;
- (f) adoption of the annual ITD work programmes;
- (g) approval of annual reports from ITD Leaders and the Executive Director and reviewing progress of research;

(h) actions against defaulting ITD Leaders and Associates and/or reaching terms of compromise in disputes between the Clean Sky Joint Undertaking and any of its Members;

(i) third instance settlement of disputes within ITDs;

(j) second instance settlement of disputes across ITDs;

(k) admission of new ITD leaders and Associates as well as setting their minimum level of commitment;

(l) selection procedures by way of calls for proposals/tenders;

(m) transfer of Membership;

(n) second instance review and re-opening of contested partners' selection decisions;

(o) adoption of changes in the major deliverables;

(p) appointment, extension of the mandate or removal of the Executive Director;

(q) approval of Executive Director's proposals for changes on Directorate staffing levels;

(r) specification of the duties and responsibilities of the Executive Director set out in Article 7(4);

(s) approval of the Clean Sky Joint Undertaking Communication and Dissemination strategy;

(t) approval of principles for public consultation and dialogue;

(u) promotion of a policy of human resource diversity and gender equality;

(v) development of an external relations strategy in an international perspective;

(w) rules for assessing in-kind contributions;

(x) adoption of the practical arrangements for implementing Regulation (EC) No 1049/2001 referred to in Article 14(2) of this Regulation.

7. The Community shall hold veto rights on all decisions related to the use of its financial contribution, decisions concerning the liquidation and winding-up of the Joint Undertaking, adoption of major changes in budget allocations to and within ITDs, and decisions related to points (a), (b), (c), (h), (k) to (o), (p), (w) and (x). A major change in budget shall be a change in the order of 10 % of the budget of the ITD affected (or the Technology Evaluator).

## 8. Rules

The Governing Board shall adopt its detailed rules of procedure.

## Article 7

**Executive Director**

1. The Executive Director shall be responsible for the day-to-day management of the Clean Sky Joint Undertaking and is its legal representative. He shall be accountable to the Governing Board.

The Executive Director shall perform his duties with complete independence.

The Executive Director shall exercise, in respect of the staff, the powers laid down in Article 7(2) of this Regulation.

2. The Executive Director shall be aided in the performance of his duties by the Directorate staff. The Directorate staff shall perform all necessary supporting functions.

The Executive Director of the Joint Undertaking shall select and appoint the Directorate staff.

## 3. Appointment of the Executive Director

(a) The Executive Director shall be appointed by the Governing Board for a period of three years, following a call for expression of interest published in the *Official Journal of the European Union* and in other periodicals or Internet sites. After an evaluation of the Executive Director's performance, the Governing Board may extend the term of office once for a further period of no more than four years.

(b) The Executive Director may be removed from office by the Governing Board.

## 4. Role and tasks of the Executive Director

The Executive Director shall in particular:

- (a) report to the Governing Board;
- (b) coordinate and follow-up the ITD activities (through ITD coordination meetings), prepare technical and financial reports;
- (c) supervise integration and interface activities and call and chair reviews as required;
- (d) chair the Steering Committee of the Technology Evaluator, participate as active observer to the ITD Steering Committees;
- (e) monitor the progress of the ITDs towards achieving the environmental goals, based on the assessments of the Technology Evaluator;
- (f) monitor the participation of SMEs to ensure target levels of participation are met;

- (g) implement calls for proposal and calls for tender processes based on the content defined by the relevant ITD Steering Committee;
- (h) implement first instance reviewing process in case of contested Partner selection decisions;
- (i) handle second instance settlement of disputes within ITDs;
- (j) handle first instance settlement of disputes across ITDs;
- (k) verify financial contributions from ITD leaders and Associates, check expenditures against plans and carry out reviews of financial contributions on a yearly basis;
- (l) prepare yearly budgets, implement them, and represent the Clean Sky Joint Undertaking in the annual budget discharge procedure;
- (m) provide the Governing Board and the Commission with the technical and financial reports;
- (n) prepare, together with Governing Board chairman, the Agenda of Governing Board meetings;
- (o) attend National States Representative Group and ACARE meetings alongside the Commission and report on status of Clean Sky activities, including SME issues;
- (p) run the communication and public relations aspects of the Clean Sky Joint Undertaking, including the organisation of presentation and dissemination events;
- (q) organise dialogue with users and relevant interest groups;
- (r) oversee the evaluation and selection process of the calls for proposals;
- (s) report on the results of the calls for proposals and calls for tender.

## Article 8

**ITD Steering Committees**

## 1. Establishment

ITD Steering Committees shall be established by the Governing Board for each of the six ITDs. The following ITDs shall be established:

- (a) Smart Fixed-Wing Aircraft
- (b) Green Regional Aircraft
- (c) Green Rotorcraft
- (d) Systems for Green Operations
- (e) Green and Sustainable Engine
- (f) Eco-Design.

An independent Technology Evaluator shall be established for the entire duration of Clean Sky. His tasks are:

- (a) assess the environmental impact of the technology results arising from individual ITDs;
- (b) provide recommendations to ITDs to optimise environment performance across Clean Sky activities;
- (c) regularly inform, through the Executive Director, the Commission and the National States Representative Group about the environmental impact of the technology results of the ITDs.

The Governing Board shall decide on the composition and setting up of the Technology Evaluator Steering Committee.

## 2. Composition

Each ITD Steering Committee shall be composed of:

- (a) a chairman — a senior representative of the ITD Leader(s);
- (b) representatives of each Associate within the ITD and other participating ITD leaders;
- (c) executive Director and ITD Responsible Officer;
- (d) Commission representative as appropriate/if requested by the Executive Director of the Clean Sky Joint Undertaking, as observer;
- (e) other ITD Leaders with an interest in the results of the ITD upon invitation.

## 3. Meetings

Each ITD Steering Committee shall meet at least every three months.

Extraordinary meetings shall be convened at the request of the chairman of the relevant ITD Steering Committee or the Executive Director.

## 4. Responsibility

Each ITD Steering Committee shall be responsible for:

- (a) guiding and monitoring the technical functions of its ITD and taking decisions on behalf of the Clean Sky Joint Undertaking on all technical matters specific to the relevant ITD;
- (b) establishing the detailed annual work programmes for the ITD;
- (c) defining the contents of the calls for proposals;
- (d) selecting external partners with the assistance of independent experts;
- (e) defining the contents of the calls for tender in conjunction and cooperation with the Member concerned;

- (f) establishing the order of rotation for the Associate representation in the Governing Board; the decision on this item being taken by the Associates only, ITD Leaders shall not have the right to vote;

- (g) handling disputes within the ITD;

- (h) modifications of the budget allocation within its ITD subject to Article 6(3).

## 5. Voting

Each ITD Steering Committee shall make decisions by a simple majority with votes weighted according to the financial commitment to the ITD of each member of the Steering Committee. The ITD Leaders will have a right to veto any resolution of the Steering Committee of the ITD of which they are leaders.

## 6. Rules

Each ITD Steering Committee shall adopt its rules of procedure, based on a model common to all ITDs and including detailed provisions governing the exercise of the ITD leaders' rights and obligations, including veto rights.

## Article 9

### General Forum

1. The General Forum is a consultative body to the Clean Sky Joint Undertaking.

The General Forum shall be composed of one representative from:

- (a) each Member of the Clean Sky Joint Undertaking;
- (b) each Partner.

### 2. Meetings

The General Forum shall meet at least once a year.

Extraordinary meetings shall be convened at the request of at least 30 % of the General Forum members.

The meetings shall normally take place in Brussels.

### 3. Roles

The General Forum shall:

- (a) be informed about the Clean Sky Joint Undertaking state of play;
- (b) be informed of the annual budget and receive annual reports and accounts;

- (c) make recommendations and raise issues, by two-thirds majority voting, to the Governing Board and the Executive Director on matters of a technical, managerial or financial nature.

#### 4. Rules

The General Forum shall adopt its rules of procedure.

#### Article 10

### National States Representative Group

#### 1. Composition

The National States Representative Group shall consist of one representative of each Member State and of each other country associated to the Framework Programme. It shall elect a chairman from among its members.

#### 2. Role and tasks

The National States Representative Group shall have an advisory role for the Joint Undertaking. It shall, in particular, review information and provide opinions on the following topics:

- (a) programme progress in the Clean Sky Joint Undertaking;
- (b) compliance and the meeting of targets;
- (c) updating of strategic orientation;
- (d) links to Framework Programme Collaborative Research;
- (e) the outcome and planning of calls for proposals and tenders;
- (f) involvement of SMEs;
- (g) new applications, accessions and changes to the Membership.

It shall also provide input to the Joint Undertaking on the following:

- (a) status of and interface to Joint Undertaking activities to relevant national research programmes and identification of potential areas of cooperation;
- (b) specific measures taken at national level with regard to dissemination events, dedicated technical workshops and communication activities.

The National States Representative Group may issue, on its own initiative, recommendations to the Clean Sky Joint Undertaking on technical, managerial and financial matters, in particular when these affect national interests. The Clean Sky Joint Undertaking shall inform the National States Representatives Group of the action it has taken in respect of such recommendations.

3. The National States Representative Group shall meet at least twice a year and shall be convened by the Joint Undertaking. Extraordinary meetings can be convened to deal with specific matters of major

relevance to Clean Sky Joint Undertaking activities. These meetings shall be called by the Joint Undertaking either on its own initiative or upon request from the National States Representatives Group.

The Executive Director and the chairman of the Governing Board and/or their representatives shall attend the meetings.

The National States Representative Group shall adopt its rules of procedure.

#### Article 11

### Internal auditing function

The functions entrusted by Article 185(3) of Regulation (EC, Euratom) No 1605/2002 to the Commission's internal auditor shall be carried out under the responsibility of the Governing Board, which shall make appropriate provision taking into account the size and scope of the Clean Sky Joint Undertaking.

#### Article 12

### Sources of financing

1. All the resources of the Clean Sky Joint Undertaking shall be devoted to the objectives of the Clean Sky Joint Undertaking.

2. The resources of the Clean Sky Joint Undertaking shall be made up of contributions brought in by its Members and their participating affiliates. A participating affiliate shall be defined as a legal entity that:

- (a) is directly or indirectly owned or controlled by, or owns and controls, or is under the same ownership or control, as the relevant ITD leader or Associate; and
- (b) is incorporated and resident in, and subject to the law of, a Member State of the Community, or an Associated country to the Seventh Framework Programme; and

(c) participates in the activities of the relevant ITD Leader or Associate in the Clean Sky work programme.

3. The running costs of the Clean Sky Joint Undertaking shall be shared equally between on the one hand the Community, which shall contribute with 50 % of total cost, and on the other hand the rest of the Members, that shall contribute in cash the remaining 50 %. The running costs of the Clean Sky Joint Undertaking shall not exceed 3 % of the overall cash contribution and of the contributions in kind of the Members and Partners referred to in Article 13. If part of the contribution from the Community is not used it may be available for Research Activities referred to in Article 13.

4. All the resources shall be entered into the annual budget.

5. The annual financial contribution of the Community to the Clean Sky Joint Undertaking shall be subject to the verification of the activities carried out by the other Members.

6. Should any Member of the Clean Sky Joint Undertaking, or any participating affiliate, fail to meet its commitments concerning its agreed contributions, the Governing Board shall decide:

- in the case of a defaulting Member, whether the remaining Members should repeal the defaulting Member's membership or if any other measures should be taken until its obligation has been met; or
- in case of a defaulting participating affiliate, whether the remaining Members should repeal the defaulting affiliate's participation or if any other measures should be taken until its obligation has been met.

7. The Clean Sky Joint Undertaking shall own all the tangible assets created by it or transferred to it. ITDs and other tangible and intangible outputs of the Clean Sky research and development programme shall be the property of the Members and/or Partners creating them.

#### Article 13

##### Contributions to the activities carried out within the Clean Sky Joint Undertaking

1. In order to support the activities to be developed within the Clean Sky Joint Undertaking, the other Members of the Clean Sky Joint Undertaking shall provide resources equal to the Community contribution. This includes their contribution to the running cost of the Clean Sky Joint Undertaking.

2. The Community contribution will be distributed as follows:

- (a) An amount of up to EUR 400 million shall be allocated to the ITD leaders and an amount of up to EUR 200 million to Associates <sup>(1)</sup>. ITD leaders and Associates will contribute resources at least matching the Community contribution.
- (b) An amount of at least EUR 200 million shall be allocated to Partners selected by way of competitive calls for proposals. Particular attention shall be paid to ensuring adequate participation of SMEs. The Community financial contribution shall comply with the upper funding limits of the total eligible costs, laid down by the Rules of Participation of the Seventh Framework Programme.

To the extent that a call for proposals remains unanswered or unallocated, the Members shall fulfil the corresponding tasks themselves.

In order to be considered eligible for Community funding, costs incurred in the implementation of the research activities shall be exclusive of value added tax.

3. A preliminary distribution of the Community contribution across the various research activities has been set forward as follows <sup>(2)</sup>:

- (a) 24 % to the Smart Fixed Wing ITD;

<sup>(1)</sup> This breakdown of cost distribution is in line with normal practice in aeronautical R & D projects, where the biggest share of the work and investment risk is taken on board by the major integrators.

<sup>(2)</sup> This distribution was obtained using a bottom-up approach, where the budgetary requirements of individual ITDs and the Technology Evaluator were mapped against their technical objectives.

- (b) 11 % to the Green Regional Aircraft ITD;
- (c) 10 % to the Green Rotorcraft ITD;
- (d) 27 % to the Sustainable and Green Engines ITD;
- (e) 19 % to the Systems for Green Operations ITD;
- (f) 7 % to the Eco-Design ITD;
- (g) 2 % to the Technology Evaluator.

A detailed breakdown of the resource allocations across the various work packages and Clean Sky Joint Undertaking Members will be established. The detailed breakdown will be adopted by the Governing Board. This process will be supervised by Commission, and will follow the principle of equal treatment between the members.

4. In order to implement the Clean Sky programme, the Clean Sky Joint Undertaking may award grants to its Members, and, in accordance with open criteria agreed by the Governing Board, to partners and other entities for the performance of their research activities.

5. Except for the running costs of the Clean Sky Joint Undertaking, contributions in kind are possible. They shall be subject to an evaluation of their value and relevance to the carrying-out of the activities of the Clean Sky Joint Undertaking, and to acceptance by the Governing Board. The procedure for valuing contributions in-kind will be determined in detail and will be adopted by the Governing Board. It will be based on the following principles:

- (a) the overall approach shall be based on FP7 principles, where contributions in-kind in projects are assessed at review level;
- (b) the financial rules of the Clean Sky Joint Undertaking shall apply;
- (c) verification by an independent auditor will take place.

6. The contributions of the other Members shall be registered by the Clean Sky Joint Undertaking.

#### Article 14

##### Financial commitments

The financial commitments of the Clean Sky Joint Undertaking shall not exceed the amount of financial resources at its disposal or committed to its budget.

#### Article 15

##### Financial revenues

Except when the Clean Sky Joint Undertaking is wound up pursuant to Article 25, any excess of revenue over expenditure shall not be paid to the Members of the Clean Sky Joint Undertaking.

*Article 16***Financial year**

The financial year shall correspond to the calendar year.

*Article 17***Financial implementation**

The Executive Director shall implement the budget of the Clean Sky Joint Undertaking.

*Article 18***Financial reporting**

1. Every year, the Executive Director shall present to the Governing Board a preliminary draft Annual Budget Plan containing a forecast of annual expenditure for the following two years and including the staff establishment plan. Within this forecast, the estimates of revenue and expenditure for the first of those two years shall be drawn up in such detail as is necessary for the internal budgetary procedure of each Member regarding its financial contributions to the Clean Sky Joint Undertaking. The Executive Director shall supply the Governing Board with all supplementary information needed for this purpose.

2. The members of the Governing Board shall communicate to the Executive Director their comments on the preliminary draft Annual Budget Plan and in particular on the estimates of revenues and expenditure for the following year.

3. Taking into account the comments received from the members of the Governing Board, the Executive Director shall prepare the draft Annual Budget Plan for the following year and submit it to the Governing Board for approval.

4. The Annual Budget Plan and the Annual Implementation Plan for a particular year shall be adopted by the Governing Board of the Clean Sky Joint Undertaking by the end of the previous year.

5. Within two months of the closure of each financial year, the Annual Accounts and balance sheets for the preceding year shall be submitted by the Executive Director to the Governing Board for approval. The Annual Accounts and balance sheets for the preceding year shall be submitted to the Court of Auditors and the Commission.

*Article 19***Planning and reporting**

1. An Annual Report shall present the progress made by the Clean Sky Joint Undertaking every calendar year, in particular in relation to the Annual Implementation Plan for that year. The Annual Report shall be presented by the Executive Director together with the annual accounts and balance sheets. This Annual Report shall include the participation of SMEs in the R & D activities of the Clean Sky Joint Undertaking.

2. The Annual Implementation Plan shall specify the plan for the execution of all the activities of the Clean Sky Joint Undertaking for a particular year, including planned calls for proposals and actions which should be implemented through calls for tenders. The Annual Implementation Plan shall be presented by the Executive Director to the Governing Board together with the Annual Budget Plan. Once approved by the Governing Board, a publishable version of the Annual Implementation Plan shall be made publicly available.

3. The Annual Work Programme shall describe the scope and the budget of calls for proposals needed to implement the research agenda for a particular year.

*Article 20***Service and supply contracts**

The Clean Sky Joint Undertaking shall set up all the appropriate procedures and mechanisms for the implementation, supervision and control of service and supply contracts concluded where necessary for the operations of the Clean Sky Joint Undertaking.

*Article 21***Liability of Members, Insurance**

1. The Members shall have no liability for the debts of the Clean Sky Joint Undertaking.

2. The Clean Sky Joint Undertaking shall take out and maintain appropriate insurance.

*Article 22***Conflict of interests**

The Clean Sky Joint Undertaking shall avoid any conflict of interest in the implementation of its activities.

Members involved in defining work that is subject to a call for proposals or a call for tender, cannot take part in carrying out that work.

*Article 23***Intellectual property policy**

1. The intellectual property (IP) policy of the Clean Sky Joint Undertaking shall be incorporated in the grant agreements concluded by the Clean Sky Joint Undertaking.

2. Its objective is to promote knowledge creation and its exploitation, to achieve fair allocation of rights, to reward innovation, and to achieve a broad participation of private and public entities responding to calls for proposals, subject to signature of a grant agreement with the Clean Sky Joint Undertaking.

3. The IP policy shall be governed by the principles, that each legal entity having concluded a grant agreement with the Clean Sky Joint Undertaking shall remain the owner of:

- (a) information which is held by participants prior to their accession to the grant agreement, as well as copyrights or other intellectual property rights pertaining to such information, the application for which has been filed before their accession to the grant agreement, and which is needed for carrying out the project or for using the Foreground of the project (hereafter called Background);
- (b) the results, including information, whether or not they can be protected, which are generated by the project concerned; such results include rights related to copyright, design rights, patent rights or similar forms of protection (hereafter called 'Foreground'). Jointly developed Foreground shall belong to all participants developing it if their respective contributions cannot be ascer-

tained. Unless otherwise agreed each joint owner shall be entitled to use such jointly developed Foreground free of charge in its own business and for future research.

Creators of Foreground shall take reasonable steps to protect it, in particular by filing patents. Where such steps are not taken by the creator or by other participants in the ITD with the creator's consent the Joint Undertaking itself, acting through the relevant ITD Steering Committee, may apply for protection.

4. The terms and conditions of access rights and licenses between legal entities having concluded a grant agreement with the Clean Sky Joint Undertaking shall be defined in the grant agreement with regards to Background and Foreground for the purposes of completing the projects, Foreground for research use, and Background necessary to use Foreground for research use.

5. Subject to appropriate undertakings of confidentiality, the legal entities having concluded a grant agreement with the Clean Sky Joint Undertaking shall disclose information relating to Foreground and disseminate Foreground under terms and conditions defined in the grant agreement.

#### *Article 24*

##### **Amendments to the Statutes**

1. Any Member of the Clean Sky Joint Undertaking may take an initiative to the Governing Board for the amendment of these Statutes.
2. The initiatives referred to in paragraph 1 as approved by the Governing Board shall be submitted as draft amendments to the Commission who shall adopt them, as appropriate.
3. However, any amendment affecting the essential elements of these Statutes and in particular amendments to Articles 3, 4, 6, 7, 12, 13, 21,

24, and 25, shall be adopted in accordance with Article 172 of the Treaty.

#### *Article 25*

##### **Liquidation and winding-up**

1. At the end of the period provided for in Article 1(1) of this Regulation, or following an amendment of this Regulation pursuant to Article 11(2) of this Regulation, the Clean Sky Joint Undertaking shall be wound up.
2. For the purpose of conducting the proceedings in winding up of the Clean Sky Joint Undertaking, the Governing Board shall appoint one or more liquidators, who shall comply with the decisions of the Governing Board.
3. When the Clean Sky Joint Undertaking is being wound up, it shall return to the host state any physical support item made available by the host state in accordance with the host agreement.
4. When any physical support item has been dealt with as provided in paragraph 3, any further assets shall be used to cover the liabilities of the Clean Sky Joint Undertaking and the expenditures relating to its winding up. Any surplus shall be distributed among the Members existing at the time of the winding up in proportion of their actual contribution to the Clean Sky Joint Undertaking. Any surplus distributed to the Community shall be returned to the Commission budget.
5. Remaining assets shall be distributed to the Members existing at the time of the winding up in proportion to their actual contribution to the Clean Sky Joint Undertaking.
6. An ad hoc procedure shall be set up to ensure the appropriate management of any grant agreement and service and supply contract with duration longer than the duration of the Clean Sky Joint Undertaking.

## ANNEX II

**Founding Members of Clean Sky Joint Undertaking <sup>(1)</sup>**

## A. ITD LEADERS:

AgustaWestland

Airbus

Affiliates: Airbus France SAS, Airbus Deutschland GmbH, Airbus España SL, Airbus UK Limited

Alenia

Affiliates: Alenia Aermacchi SpA, Alenia SIA SpA

Dassault Aviation

EADS-CASA

Eurocopter

Affiliates: Eurocopter Deutschland GmbH

Fraunhofer Gesellschaft

Liebherr

Affiliates: Liebherr-Aerospace Toulouse S.A.S., Liebherr-Elektronik GmbH

Thales

Affiliates: Thales ATM, Thales Systèmes Aéroportés, Thales Avionics Electrical System, Thales Communication, Thales Air Systems Division UK

Rolls-Royce

Affiliates: Rolls-Royce Deutschland GmbH

SAAB

Safran

Affiliates: Snecma, Turbomeca, Hispano Suiza, Aircelle, Techspace Aero, Snecma Propulsion Solide, Microturbo, Technofan, Sofrance, Messier Dowty, Messier Bugatti, Labinal, Sagem Sécurité Défense, Snecma Services, SMA

## B. ASSOCIATES

**Membership of Clean Sky — Founding Members**

Organisation	National State	Cluster(s)	Role	Type
Fiber Optic Sensors & Sensing Syst.	Belgium	IGOR		SME
KU Leuven	Belgium	IGOR		Uni
LMS International	Belgium	IGOR		Ind
Micromega Dynamics	Belgium	IGOR		SME

<sup>(1)</sup> In addition to the Community and subject to Article 3(1) of the Statutes.

Organisation	National State	Cluster(s)	Role	Type
ReFiber ApS	Denmark	RUAG		SME
Dassault Aviation	France		ITD leader	Ind
EADS-CCR	France			Res Cen
InterAC	France	IGOR		SME
ONERA	France			Res Cen
Safran	France		ITD leader	Ind
Thales avionics	France		ITD leader	Ind
Zodiac-ECE/IN	France			Ind
Airbus	France/Germany		ITD leader	Ind
EADS IW	France/Germany			Ind
Eurocopter	France/Germany		ITD leader	Ind
Akustik Technologie Göttingen	Germany	IGOR		SME
DIEHL Aerospace	Germany			Ind
DLR	Germany			Res Cen
EADS-CRC	Germany			Res Cen
Fraunhofer GhF	Germany		ITD leader	Res Cen
HADEG Recycling GmbH	Germany	RUAG		SME
Liebherr Aerospace	Germany		ITD leader	Ind
MTU Aero Engines	Germany			Ind
TU Hamburg-Harburg	Germany	RUAG		Uni
HAI	Greece			Ind
IAI	Israel			Ind
AEROSOFT	Italy			SME
Alenia Aeronautica	Italy		ITD leader	Ind
Avio S.p.A.	Italy			Ind
CIRA	Italy	CIRA		Res Cen
CNR	Italy	Airgreen		Res Cen
CSM	Italy	Airgreen		Res Cen
DEMA	Italy	CIRA		SME
FOXBIT	Italy	Airgreen		SME
Galileo Avionica	Italy			Ind
IMAST	Italy	Airgreen		Res Cen
PIAGGIO	Italy	Airgreen		Ind
Politech. Torino	Italy	Airgreen		Uni
POLO DELLE S.& T. NAPOLI	Italy	Airgreen		Uni
SELEX S.I.	Italy			Ind

Organisation	National State	Cluster(s)	Role	Type
SICAMB	Italy	Airgreen		SME
Univ. Bologna/Forlì	Italy	Airgreen		Uni
Univ. Piemonte	Italy	Airgreen		Uni
Univ. Pisa	Italy	Airgreen		Uni
Univ. Torino	Italy	Airgreen		Uni
ATR	Italy/France			Ind
Agusta Westland	Italy/UK		ITD leader	Ind
ELSYS	Lithuania	CIRA		SME
University of Malta	Malta	GSAF		Uni
ADSE	Netherlands			SME
Aeronamic	Netherlands	GSAF		SME
Airborne Composite	Netherlands	IGOR		SME
Axxiflex	Netherlands			SME
CCM	Netherlands	GSAF		Ind
DNW	Netherlands	IGOR		Res Cen
Eurocarbon	Netherlands	IGOR		Ind
HAN University	Netherlands	IGOR		Uni
MicroFlown Technologies	Netherlands	IGOR, NL		SME
NLR	Netherlands	IGOR, NL, GSAF		Res Cen
Sergem	Netherlands			SME
STORK aerospace	Netherlands	NL		Ind
Ten Cate Advances Composites	Netherlands	IGOR		Ind
TNO	Netherlands	NL		Res Cen
TU Delft	Netherlands	IGOR, NL, GSAF		Uni
Uni. Twente	Netherlands	IGOR, NL		Uni
PZL-Świdnik	Poland			Ind
INCAS	Romania	CIRA		Res Cen
Aerostar	Rumania	CIRA		Ind
Avioane Craiova	Rumania	CIRA		Ind
STRAERO	Rumania	CIRA		Res Cen
ANOTEC	Spain	IGOR		SME
EADS Casa	Spain		ITD leader	Ind
ITP	Spain			Ind
Saab	Sweden		ITD leader	Ind
Volvo Aero Corporation	Sweden			Ind
EPFL Ecole Polytechnique Lausanne	Switzerland	RUAG		Uni
ETH Zurich	Switzerland	RUAG		Uni

Organisation	National State	Cluster(s)	Role	Type
Huntsman Advanced Materials	Switzerland	RUAG		Ind
Icotec AG	Switzerland	RUAG		SME
RUAG Aerospace	Switzerland	RUAG		Ind
University of Applied Sciences NW Switzerland	Switzerland	RUAG		Uni
Advanced Composites Group (ACG)	UK	RUAG		SME
Nottingham University	UK			Uni
QinetiQ	UK			Res Cen
Rolls-Royce	UK		ITD leader	Ind
University of Cranfield	UK	GSAF		Uni