Clean Aviation Joint Undertaking
Membership Agreement
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ARTICLE 1   GENERAL PROVISIONS:

1.1  Purpose, subject matter and adoption process

This CAJU Membership Agreement (Agreement) is concluded between the Private Members of the Clean Aviation Joint Undertaking (CAJU) in order to outline and agree on their internal arrangements and ensure collective compliance with the rules governing the private contribution to the CAJU, as required by article 28 of the Council Regulation (EU) 2021/2085 of 19 November 2021, establishing the Joint Undertakings under Horizon Europe (Single Basic Act or SBA). It shall be signed individually by each Founding Member, having expressed commitment to the CAJU in accordance with articles 59(1)(b) of the SBA.

This Agreement shall specify with respect to the CAJU:

(i) the relationship among the Private Members and the criteria regulating their role and organization in the governance bodies and management of the CAJU;

(ii) the governance rights and obligations of the Private Members in line with the principles and rules laid down in the SBA;

(iii) the Private Members’ internal arrangements on their collective obligations with regard to the In-Kind Contributions and the financial contributions to the CAJU administrative costs in accordance with article 28(2) of the SBA; and

(iii) the programme Intellectual Property Rights (IPR) framework among the Private Members and the access to Results regime.

1.2  Interpretation

In this Agreement, unless the context otherwise requires:

   i)  Headers do not affect the interpretation of this Agreement, the singular shall include the plural and vice versa; and references to gender include all genders;

   ii)  Any reference to a document in the agreed form is to the issue of that document as initialled for the purpose of identification by or on behalf of the Parties (in each case with such amendments as may be agreed by them or on their behalf).

1.3  Definitions

   a)  'Additional activity' means an activity that does not receive financial support from the joint undertaking but contributes to its objectives and is directly linked to the uptake of results from projects under that joint undertaking or its preceding initiatives or has a significant Union added-value;

   b)  'Affiliated entities' means entities under the same direct or indirect control as the Party or directly or indirectly controlling the Party. Affiliated entities cover not only the case of parent companies or holdings and their daughter companies or subsidiaries and vice-versa, but also the case of affiliates between themselves (e.g. entities controlled by the same entity);

   c)  ‘Associated Member’ means any legal entity established in a member state, in a country associated to the Horizon Europe Programme or in an international organisation that accedes to the CAJU by signing a Letter of Commitment in accordance with articles 6(3) and 7 of the SBA and subject to approval in accordance with those articles and Article 59(2) of the SBA;

   d)  ‘Background’ means any data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is:

      (a)  held by the Parties before they acceded to the consortium agreement and

      (b)  needed to implement the action or exploit the results
e) ‘Confidential Information’ is information insofar as its disclosure would significantly harm a person or undertaking and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within fifteen (15) calendar days from oral disclosure at the latest by the Disclosing Party. Depending on the specific circumstances of each case, this may apply to information provided by third parties about undertakings which are able to place very considerable economic or commercial pressure on their competitors or on their trading partners, customers or suppliers.

f) ‘CAJU’ means the Clean Aviation Joint Undertaking, a public-private partnership aiming to develop the next generation technologies of ultra-efficient low-carbon aircraft, with novel power sources, engines, and systems, which will emerge from the research and demonstration phase at a high technology readiness level (TRL);

g) ‘Founding Member’ means the Private Member(s) having officially confirmed and accepted its commitment to the CAJU as required under articles 6(3) and 59(1)(b) of the SBA by means of the Letter of Commitment, as listed in Annex II hereto;

h) ‘Letter of Commitment’ refers to the notification of the decision of the Founding Members to accede to CAJU as required under article 59(1)(b) of the SBA;

i) ‘CAJU Work Programme’ refers to the set of documents describing the CAJU Research and Innovation Programme on a multi-annual/annual basis for the period of 2021-2030, as will be adopted by the CAJU Governing Board;

j) ‘In-kind contribution’ or ‘IKC’ means the in-kind contributions by the Private Members in the form of both IKOP and IKAA;

k) ‘In-kind contributions to additional activities’ (IKAA) means contributions by the Private Members, their constituent entities or the Affiliated entities of either, consisting of the costs incurred by them in implementing additional activities less any contribution to those costs from the Union as specified in article 11(1) b and 62(1) of the SBA;

l) ‘In-kind contributions to operational activities’ (IKOP) means contributions by Private Members, their constituent entities, the Affiliated entities of either, by international organisations and by contributing partners where applicable, consisting of the eligible costs incurred by them in implementing indirect actions less the contribution of that joint undertaking, the participating states of that joint undertaking and any other Union contribution to those costs;

m) ‘Letter of Intent’ refers to the individual notification of the Founding Members and Associated Members to the CAJU as specified in article 6(3) of the SBA;

n) ‘Need to know’ means necessary for a Party to know in order to carry out its tasks effectively;

o) ‘Participating affiliate’ means the Affiliated entities to the Private Members involved in the technical programme implementation and relevant grant agreements;

p) ‘Parties’ refers to the Private Members of the CAJU;

q) ‘Private Member’ means any member of the CAJU other than the Union, participating states or international organisations. This shall include Founding Members and Associated Members;

r) ‘Results’ means any tangible or intangible effect of the action, such as data, know-how or information, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including intellectual property rights;

s) ‘Single Basic Act’ (SBA) is the Council Regulation establishing the joint undertakings under the Horizon Europe Programme;

t) ‘Strategic Research and Innovation Agenda’ (SRIA) means the document that identifies the key priorities and the technologies and innovations required to achieve the objectives of the CAJU;

u) ‘Technical Roadmap’ refers to the technical plans derived from the SRIA to develop, mature and demonstrate all technologies needed for next generation climate-neutral aircraft.
1.4 Principles of Membership

In accordance with article 59 of the SBA, the members of the CAJU shall be:

(a) the Union, represented by the Commission;
(b) the Founding Members;
(c) the Associated Members to be selected in accordance with article 7 of the SBA subject to a decision of the Governing Board, or to be selected by the Governing Board in accordance with Article 59(2) of the SBA during the first six (6) months following the establishment of the CAJU from a list drawn up after an open call for expression of interest launched by the Commission prior to its establishment.

Only the Private Members, including the pre-established Founding Members listed in Annex I of the SBA and the future Associated Members, shall constitute the Parties to this Agreement.

The Parties to this Agreement shall perform the obligations set forth in this Agreement and their obligations resulting from the SBA Part I, SBA Part II articles 57 to 72 and Part III as applicable to the CAJU.

The Parties shall contribute, subject to available funding and IKC, to the efficient implementation of the CAJU in accordance with the objectives and requirements set out in the SBA and with the provisions herein, with the view of attaining the objectives and the deliverables as envisaged by the SBA.

The Parties shall act in good faith and in the best overall interest of the European Union and of the CAJU Programme.

ARTICLE 2 GOVERNANCE

2.1 Governance Framework

The CAJU governance follows from articles 63 and 64 of the SBA.

In accordance with article 63 of the SBA, the bodies of the CAJU shall be:

(a) the Governing Board;
(b) the Executive Director;
(c) the Technical Committee;
(d) the European Clean Aviation Scientific Advisory Body;
(e) the States’ Representatives Group.

2.2 Composition and appointment of the Private Members’ representatives to the Governing Board

The Private Members’ representatives shall act and collectively represent in the Governing Board all the Private Members of the CAJU in the general interest of the CAJU and of achieving the CAJU objectives as outlined in article 57 of the SBA. The Private Members of the Governing Board shall represent the Private Members in their relevant domains.

In accordance with article 64(b) of the SBA, the Private Members’ representatives shall be appointed by and from the Private Members of the CAJU on a rotational basis in a way as to ensure both stability and opportunity for wide representation of members with further details to be laid down in the Governing Board rules of procedure. The allocation of the seats shall be based on the selection criteria
set out below. The selection and appointment of the Private Members’ representatives shall be made based on the following criteria:

i) the Party’s evidenced capacity to ensure the achievement of the objectives of the CAJU Programme and the impact thereof; and

ii) the Party’s level of committed private contribution and additional investments as In-kind contributions to additional activities to support the programme.

These aforementioned criteria shall be considered in conjunction with the principle of ensuring openness, inclusiveness and a balanced representation among the Parties as set out in article 64(b) of the SBA, meaning a representation of the aeronautical value chain such as aircraft integrators, engine manufacturers, equipment manufacturers, research and technology organisations (RTOs), academia and small and medium enterprises (SMEs).

The Private Members’ representative seats in the Governing Board shall be composed as follows:

1. Aircraft Manufacturers + supply chain: 4
2. Engine Manufacturers + supply chain: 4
3. Equipment/Systems + supply chain: 3
4. RTOs: 2
5. Academia: 1
6. SMEs: 1

The representatives shall be appointed by each domain/category and communicated to the CAJU in accordance with the following internal organisation modalities:

1. Aircraft Manufacturers

Aircraft Manufacturers will rely on the EUROMART partnership to provide an agreed representation of the sector based on the above-mentioned criteria. In place since 1989 and managed by an executive board (aircraft integrator having an EASA DOA for large airplanes/aircraft or rotorcraft), EUROMART represents the major aircraft manufacturers together with important members of the supply chain and aims at harmonizing and optimizing the approach to research concerning aeronautical technologies and topics.

2. Engine Manufacturers

The private entities, Founding Members and Associated Members of Clean Aviation JU, which activities are relevant to the "propulsion system area", shall gather in the "Clean Aviation Members Engine Manufacturers Forum” that will be set up at the inception of the Joint Undertaking. Such informal Forum shall be the framework where the designation of its Governing Board members shall take place. It is understood that for representing the propulsion system area of activity, an internal Forum Agreement will be established. The Forum's Agreement that will lead to the designation of such representatives shall be coherent with the prescriptions set in the SBA in a matter of openness and inclusiveness and with the above mentioned criteria.

3. Equipment/Systems

Systems and equipment organizations will rely on the Equipment Industrial Management Group (EqIMG) forum to provide an agreed representation of the sector based on the above-mentioned criteria, being understood that the prescriptions as set in the SBA will be fully complied with. EqIMG represents the major aerospace systems and equipment industries and regularly provides technical and strategic input to the European Commission to harmonize and prioritize the approach to research for the aerospace sector.
4. RTOs

RTO members from EREA will organize, together with all RTO members, regular meetings to tackle the following issues:

1. Nomination of RTOs Governing Board members
2. Nomination of RTOs Technical Committee sub-groups, where applicable
3. Information on Governing Board discussions
4. Preparation of RTO positions for Governing Board decisions

The RTO members will setup and agree on internal rules of procedures, including that the nomination of RTO members for Governing Board and for Technical Committee sub-groups, where applicable; will be done on the basis of the above mentioned agreed criteria in section 2.2.1 (for the Governing Board) and section 2.3 of the Agreement.

5. Academia

Academic members of CAJU will automatically be part of an informal “Academic Members Forum” (AMF) to be established as an informal group, which will organize and implement the representation of the academic members within CAJU in line with the SBA.

The secretariat of the European Aeronautics Science Network (EASN) may facilitate, moderate, document and manage this process, in collaboration with the Program Office of the Joint Undertaking and the other non-academic members. The involvement of the secretariat of EASN in this process should ensure a neutral position when positions within the AMF are prepared. The representatives within the governing bodies of CAJU will be determined only and exclusively by those academic entities that will formally accede and become private Members to the CAJU and based on the above mentioned criteria and following an election with equal voting rights. All decisions will be based on consensus in all matters.

The Terms of Reference of the Academic Members' Forum will include the following:

• Selection of the academic representative in the Governing Board
• Selection of the academic representative(s) in the bodies and sub-groups of the Technical Committee, where applicable;
• Information and preparation of positions for the Governing Board
• Information and preparation of positions for the Technical Committee

6. SMEs

The selection and nomination of the SMEs representative at the Governing Board will be steered and managed by the Programme Office of the Joint Undertaking based on the SMEs that will formally accede and become private Members of the CAJU. The criteria under article 64(b) will be applied to ensure an adequate representation of the SMEs in the Governing Board and in line with the SBA objectives for SMEs in the context of CAJU.

2.3 Composition and appointment of the Private Members to the Technical Committee

The composition of the Technical Committee is governed by article 69 of the SBA.

All Private Members shall be represented and have a seat in the Technical Committee and have access to and be consulted on the work of the Technical Committee in order to ensure a wide Private Members stakeholders consultation on the programme priorities setting and its implementation. An appropriate
access to information by the Private Members should be ensured to allow for a proper consultation on the documents and topic matters, as appropriate.

The Technical Committee shall establish a structured operating organisation including setting up subgroups and additional technical expert meetings/working groups, if deemed necessary, to facilitate the steering and implementation of its tasks.

The organisation of any such structure shall be detailed in the Technical Committee rules of procedure to be adopted by the Governing Board and may evolve over time as appropriate and in line with the implementation of the programme. The organisation shall ensure the necessary involvement of the Private Members’ technical experts at the appropriate level and in a way to reflect the technical roadmap architecture and outcome of the CAJU open calls and technical role confirmed in the projects.

The appointment of the Private Members’ representatives in the Technical Committee and appropriate rules will be laid down in the Technical Committee rules of procedures to ensure an efficient structure and internal organization of the Technical Committee activities in line with its statutory tasks.

2.4 Transitional arrangements in relation to Clean Sky 2 (H2020)

The Governing Board of the CAJU shall take over all rights and obligations of the Governing Board of the Clean Sky 2 Joint Undertaking (CS2JU) in accordance with articles 66(e) and 174 of the SBA.

In order to ensure a smooth and effective management of the transition and ensure a proper representation of the CS2 programme interests and of the CS2 Membership within the new CAJU Governing Board structure, the Parties envisage the continuation of the steering of the CS2 programme activities through the CS2JU Steering Committees (as operational structures within the CS2 grant agreements for members and consortia agreements) and under the coordination of the CS2 Programme Coordination Committee (PCC), and other functions necessary to smoothly manage the transition while fulfilling the SBA objectives. Reporting to the CAJU Governing Board shall be ensured as appropriate.

ARTICLE 3 PRIVATE CONTRIBUTIONS

3.1 Private contributions

The Parties commit to bringing financial and In-kind contributions during the lifetime of this Agreement. In-kind contributions may be made in the form of both IKOP and IKAA.

The overall value of the IKC shall be regularly reported to the CAJU by the Private Members as under the applicable rules. The value shall be adjusted by the Parties in order to take into account the actual IKC reported and accepted by the CAJU in line with applicable rules, and to allow the CAJU to properly monitor and assess the IKC execution and legal obligations of the Private Members. The applicable provisions, procedural aspects and implementation modalities, to ensure the monitoring of the financial and IKC by the CAJU will be laid down in a separate agreement to be signed between the Private Members (collectively) and the CAJU (expected so called “financing agreement”).

3.1.1 Internal arrangement on In-kind contributions

In addition to the IKOP which will result from the implementation of indirect actions consisting of eligible costs, and in order to reach the collective minimum obligation of private contribution as set out in article 59 of the SBA, each Party, unless as may be agreed otherwise with regard to any Private Members from the academia domain, shall bring a level of IKC to the CAJU proportional to its participation in the programme via the open calls and entering into a grant agreement associated thereto, and in line with its individual commitment taken under the CAJU Letter of Intent.
The Parties hereby agree to bring individually an amount of IKC equivalent to the respective Union funding received from the CAJU multiplied by 1.5 leverage ratio which is based on the 1.41 leverage ratio deriving from the minimum IKC obligation (2.4B Euro) set in the SBA plus the addition of a 0.09 a safety margin.

In the event the expected level of IKC commitment is not achieved, the Parties agree to assess together how best to remedy the situation in order to meet the collective IKC obligation. This will require the timely execution in writing of additional commitments through amendments to the individual Letters of Intent or new individual Letters of Intent or through the involvement of additional parties to this Agreement. The IKC reporting and monitoring process by the CAJU will be regulated by the future financing agreement.

3.1.2 General provisions on financial contributions

The total annual administrative costs of the CAJU corresponding to the activities in the CA programme 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 CAJU will operate, as appropriate, on a rolling budget projection looking forward for a period of two (2) years.

In accordance with articles 60 and 61 of the SBA, the total administrative costs of the CAJU related to the CA Programme shall not exceed EUR 78 446 000 and shall be covered through financial contributions divided on an annual basis between the Union and the Private Members of the CAJU.

The applicable provisions, procedural aspects and implementation modalities shall be laid down in a future separate financing agreement to be signed between the Private Members (collectively) and the CAJU. The general principle should be that individual contributions to the administrative costs shall be proportional to the funding allocated in grants. The financing agreement shall also regulate the transitional arrangements for the payment of the administrative costs across the two programmes CS2 under H2020 and CA under Horizon Europe in the transitional period 2021/2022 up to 2024, including the application of “lump sum” contributions in the year 2022 for ensuring the payment of the administrative costs, subject to adjustments in the following years.

3.1.3 Financial obligations with respect to Associated Members

Upon selection of the Associated Members, in accordance with articles 7 and 59(2) of the SBA, and their accession to the CAJU, the Associated Members shall accede to the present Agreement and be bound to the same provisions, and to the payment of the administrative costs of the CAJU as set out in article 3.1.2 above and in the future applicable financing agreement with the CAJU.

3.1.4 Financial obligations with respect to termination

In case of termination of participation of a Private Member during a running year, the share of the existing Private Members shall remain unchanged for that year. A Private Member terminating its participation shall remain liable to pay all contributions to the administrative costs of the CAJU required under this Agreement for the rest of the financial year in which it is terminated. The termination of a Private Member after 30 September in any year shall in addition pay all contributions to the administrative costs of the CAJU required under this Agreement on or before 31 March in the budget established for the next following year.

In the case of termination of participation of a Private Member from a grant agreement, the project coordinators shall inform the CAJU whether the Private Member has finished its activities and has no further work and budget in the project for the remaining period of the CA Programme. In case of withdrawal from the CAJU, the private Members shall act in accordance with the applicable rules set in the SBA.
ARTICLE 4   IP, RESULTS AND ACCESS RIGHTS

4.1 General Principles

In addition to the general rules on IP, Results and access rights set forth in the Horizon Europe Regulations, SBA, model grant agreement and other relevant EU documents, in order to execute the SRIA, the Work Programme and the technical roadmap requiring the coordinated execution of the different activities, all Parties commit to the downstream exploitation and impact of the programme, and commit to providing to other interested Parties (based on a “Need to know” principle) the appropriate information and data for the monitoring and assessment of the programme outcomes and results in line with the specific and general SBA objectives relevant to achieve the targets of the CAJU activities.

Notwithstanding the foregoing, all specific rules pertaining to the ownership, dissemination and access rights (for implementation or exploitation) of Results, shall be set out in the CAJU model grant agreement and will be regulated in the project specific CAJU grant agreement, consortium agreements and collaboration agreements, where applicable.

4.2 Transitional Provisions

All Results and uptake thereof generated under the CS2 programme and relevant for the CAJU programme shall be made available by the parties of CS2 for the implementation of the CAJU programme, subject to fair and reasonable conditions and with the prior written consent of the owner of the Results. The Parties shall grant access rights to such Results to the other Parties and consortia participating in the CAJU programme implementation, in order to facilitate uptake of Results from CS2. These access rights shall only be granted on a Need to know basis and in so far as granting such access rights will not infringe upon any obligations of the owner of the Results or third party rights.

ARTICLE 5   CONFIDENTIALITY

The recipients of Confidential Information (the “Recipient”) hereby undertake, for the entire duration of this Agreement and for a period of ten (10) years after its expiry, earlier termination and/or withdrawal of a Recipient Party

a) Not to use or disclose Confidential Information of which it is the Recipient, other than for the purposes for which such Confidential Information was disclosed within the scope and activities of the CAJU;

b) Not to disclose Confidential Information to any third party (which are not authorized third parties in a specific exchange agreement) without the prior written consent of the Disclosing Party.

c) To ensure that internal distribution of Confidential Information by a Recipient shall take place on a strict Need to know basis; and

d) To return on demand to the Disclosing Party all Confidential Information that has been supplied to the Recipient including all copies thereof, and to delete all Confidential Information stored in a machine-readable form. If needed for the recording of ongoing obligations, the Recipient may keep a copy for archival purposes only and the Disclosing Party shall be informed accordingly.

The Recipient shall be responsible for the fulfilment of the above obligations on the part of its employees, authorized third party(ies) as listed in the dedicated specific exchange agreement and shall ensure that its employees, and authorized third party(ies) remain so obliged.
Each Party asserts that it has the ownership of the Confidential Information that it transmits or the right to transmit such Confidential Information.

Any Confidential Information disclosed and their reproductions shall remain the property of the Disclosing Party or, as the case may be, of the third party which gave to the Disclosing Party the right to disclose it.

The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:

a) The Confidential Information became publicly available by means other than a breach of the Recipient’s confidentiality obligations;
b) The Disclosing Party subsequently informs the Recipient that the Confidential Information is no longer confidential;
c) The Confidential Information is or has been communicated to the Recipient without any obligation of confidence by a third party who is in lawful possession thereof and under no obligation of confidence to the Disclosing Party;
d) The Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Party;

The Recipient shall apply the same degree of care with regard to the Confidential Information received as with its own confidential and/or proprietary information, but in no case less than reasonable care.

Each Recipient shall promptly notify the Disclosing Party in writing of any unauthorized disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure notify the Disclosing Party in sufficient time to allow the Disclosing Party to seek an order for protective relief, and comply with the Disclosing Party’s reasonable instructions to protect the confidentiality of the information.

The confidentiality obligations under this Agreement shall not prevent the communication of Confidential Information to the CAJU to comply with the obligations provided in any relevant grant agreement.

In such case, the Recipient shall inform the Disclosing Party of such communication to the CAJU.

Disclosure of Confidential Information under this Agreement does not imply any right or license on such information for the Recipient unless otherwise agreed by the Disclosing Party and the Recipient.

ARTICLE 6 EU ANTI-TRUST AND COMPETITION LAW

The Private Members acknowledge that antitrust law (including EU competition law) is applicable to their cooperation and undertakings in the course of the CA programme. In particular, the Private Members understand that they shall not use the forum provided by the CAJU to coordinate commercial activities outside the scope of the CAJU.

The Private Members further acknowledge that in order to be able to achieve the objectives of the CAJU, they will have to share information in the framework of the latter's activities. When sharing such information in this context, the Members shall comply with any applicable antitrust law prohibiting the exchange of competitively sensitive information among competitors.
ARTICLE 7 ORDER OF PRECEDENCE

In the event the terms of this Agreement are in conflict with the terms of the Single Basic Act, the terms of the Single Basic Act shall prevail.

For the Parties involved in the same project within the CAJU, and:

i) where an exchange of information is covered by a consortium agreement between the involved Parties, such consortium agreement shall be the only contractual document applicable to manage such issue; and

ii) in the event the terms of this Agreement are in conflict with the terms of any relevant grant agreement, the terms of the grant agreement shall prevail.

ARTICLE 8 FINAL PROVISIONS

8.1 Governing Law

This Agreement shall be governed by European Union law, complemented, where necessary, by the law of Belgium.

8.2 Settlement of disputes

If a dispute, controversy or claim arises out or in connection with this Agreement including invalidity thereof, any Party may serve formal notice on the other Parties. The Parties to the dispute shall use all reasonable efforts to resolve the dispute on an amicable basis by seeking the assistance by way of mediation of the following officers or bodies of the CAJU. Disputes may be escalated to CAJU bodies in the following order:

- The management committees of the CA projects or consortia involved, to
- The CAJU Executive Director, to
- The CAJU Governing Board.

If the relevant superior decision-making body is unable to settle the matter within thirty (30) business days, then the dispute shall be referred to the next superior decision-making body.

In the event of a dispute relating to a decision of the Governing Board, the dispute will be escalated directly to the Governing Board.

If a dispute concerning the interpretation, application or validity of this Agreement cannot be settled amicably according to the escalation process here above described, the General Court — or, on appeal, the Court of Justice of the European Union — has sole jurisdiction. Such actions must be brought under article 272 of the Treaty on the Functioning of the European Union (TFEU).

If a dispute concerns administrative sanctions, the Parties must bring an action before the General Court — or, on appeal, the Court of Justice of the European Union — under article 263 TFEU.

ARTICLE 9 ENTRY INTO FORCE AND DURATION

This Membership Agreement shall enter into force on the date on which it is signed by the last Party listed in Annex II.

Where a new Party enters the Agreement in accordance with article 10.1 of this Agreement, such accession shall have effect from the date identified in the Accession Form.
This Agreement shall continue in full force and effect until the latest to occur of the following events (a) the date of liquidation / winding up of the CAJU, or (b) early termination of this Agreement.

ARTICLE 10  AMENDMENTS

The Articles and the Annexes of this Agreement may be modified only by an instrument in writing of equal formality, and subject to the prior approval by the Parties and be acknowledged and recorded by the CAJU for the sake of ensuring compliance with article 28(2) of the SBA. The signature process shall be formalised through the signature of an amendment form by the duly authorised representatives of all Parties.

10.1 Addition of a new member

Any new party wishing to accede to this Agreement will be required to execute an instrument of accession in the form set out in Annex I (the “Accession Form”).

In accordance with articles 7 and 59(2) of the SBA, the accession of a new entity as a Private Member of the CAJU requires the prior approval of the CA Governing Board, including its commitment on the financial and in-kind contributions and on representation within the CAJU. The decision of the Governing Board shall be in compliance with the provisions of the SBA.

The accession of any new Member contributing to the CAJU shall be subject to this new Private Member’s acceptance of the SBA through a letter of commitment in accordance with article 6(3) of the SBA and its prior agreement in writing to all the terms and conditions of this Agreement through the signature of the Accession Form.

The CAJU shall, upon receiving the duly executed Accession Form and the aforementioned letter of commitment, record the new Private Member as a Party to this Agreement in the meaning of articles 7 and 59(1)(c) of the SBA.

10.2 Exit conditions of the Agreement

Any early termination or withdrawal notified by the Parties in accordance with the applicable SBA rules shall be without additional liability, provided that such withdrawing Party completes all of its obligations taken under this Agreement and the obligations taken under the financing agreements collectively signed by the Members with the CAJU.

Requests for termination of “membership” to the CAJU shall be submitted by the Private Members in accordance with article 8 of the SBA. The CAJU will approve any termination contractually at grant agreement level and will update the list of Private Members to the CAJU.

10.2.1 Consequences of early termination/ withdrawal

Termination or withdrawal shall not affect any rights or obligations of a Party leaving the Agreement incurred prior to the date of termination, unless otherwise agreed in writing between the other Parties and the leaving Party. This includes the obligation to provide its share of In-kind contributions and contribute to the administrative costs to the CAJU, as will be specified in the future financing agreement, as well as provide any input and documents as described in any applicable agreement and involving that Party for the period of its participation in this Agreement.

10.2.2 Survival of rights and obligations

The provisions relating to Confidentiality, Liability, Applicable law and Settlement of disputes shall survive the expiration or termination of this Agreement and/or the cessation of the participation of a Party to this Agreement.
10.3 Breaches notification

In the event a Party identifies a breach by another Party of its obligations under this Agreement, the Parties will collectively give written notice to such Party requiring that such breach be remedied within thirty (30) calendar days.

A Party will be a defaulting Party in case of breach by said Party of an obligation of this Agreement which is not remedied within thirty (30) calendar days or is not capable of remedy, or becoming insolvent. The Governing Board, based on evidence provided by the CAJU, shall be the competent body to decide whether a Party is defaulting and to apply the most appropriate remedial measures.

During the execution of the Agreement and without prejudice to the general rules concerning termination, each Party hereby agrees that the Governing Board shall have the right to decide on the appropriate measures in the event of a default, which includes the immediate termination of the participation of a defaulting Party to this Agreement.

The participation of a Party to this Agreement will be automatically terminated in case of winding up of such Party without further formalities or decision of the Governing Board. Notwithstanding any joint and several liability of the Party which may exist towards the CAJU and the Commission, each Party shall be liable towards the others for any claims by the CAJU and the Commission for losses or damages suffered by the CAJU and the Commission as a consequence of any failure to perform the whole or part of its obligations under the Agreement.

Annexes:

Annex I: Accession form for Associated Members to the Clean Aviation Joint Undertaking
Annex II: List of Founding Members signatory parties
CLEAN AVIATION JOINT UNDERTAKING MEMBERSHIP AGREEMENT
SIGNATURE FORM FOR FOUNDING MEMBERS

<table>
<thead>
<tr>
<th>For the Founding Member</th>
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<tbody>
<tr>
<td>Name ……………………………………...</td>
</tr>
<tr>
<td>Legal entity ……………………...</td>
</tr>
<tr>
<td>Function [CEO/CTO/legal presentative]</td>
</tr>
</tbody>
</table>

Signature:

Done at …………………..., on ……………...
Annex I:

ACCESSION FORM FOR ASSOCIATED MEMBERS TO THE CLEAN AVIATION JOINT UNDERTAKING

[Name of the legal entity/candidate Member], [legal status and country of registration], established in [address]

hereby agrees

to become an Associated Member of the Clean Aviation Joint Undertaking and accept all the terms in the above Membership Agreement

and acknowledges

that this accession is subject to a decision of the Clean Aviation Governing Board.

By signing this accession form, the Associated Member accepts the Membership Agreement and agrees to implement it in accordance with the Council Regulation establishing the Joint Undertakings under Horizon Europe, adopted by the Council of the European Union on 19 November 2021 and in particular the Clean Aviation Joint Undertaking, with all the obligations and terms and conditions it sets out.

SIGNATURE

<table>
<thead>
<tr>
<th>For the Associated Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name ..........................</td>
</tr>
<tr>
<td>Legal entity ..................</td>
</tr>
<tr>
<td>Function [CEO/CTO/legal representative]</td>
</tr>
</tbody>
</table>

Signature:

Done at ........................., on .........................
Annex II:

LIST OF FOUNDING MEMBERS SIGNATORY PARTIES

- **Aciturri Aeronáutica S.L.U.**, registered under Spanish law (registration number: BU12351), with its registered office in P.I. Bayas, calle Ayuelas, 22, 09200, Miranda de Ebro (Burgos), Spain

- **Aernnova Aerospace SAU**, registered under Spanish law (registration number: VI6749), with its registered office in Parque Tecnológico de Álava, C/ Leonardo da Vinci num. 13, Miñano (Álava), Spain

- **Airbus SAS**, registered under French law (registration number: 383 474 814), with its registered office in 2 Rond-point Emile Dewoitine, 31707 Blagnac, France

- **Centro Italiano Ricerche Aerospaziali SCPA (CIRA)**, registered under Italian law (registration number: 128446), with its registered office in Via Maiorise 1, Capua-Caserta 81043, Italy

- **Collins Aerospace Ireland, Ltd.**\(^1\), registered under Irish law (registration number: 472601), with its registered office in Fourth Floor, Penrose Business Centre, Penrose Wharf, Cork T23 XN53, Ireland

- **Dassault Aviation SA**, registered under French law (registration number: 712042456), with its registered office in 9, Rond-Point des Champs-Elysées Marcel-Dassault, 78008 Paris, France

- **Deutsches Zentrum für Luft- und Raumfahrt e.V. (DLR)**, registered under German law (registration number: VR2780), with its registered office in Linder Höhe, 51147 Köln, Germany

- **Fraunhofer-Gesellschaft zur Förderung der Angewandten Forschung e.V.**, registered under German law (registration number: VR4461), with its registered office in 27C, Hansastrasse, 80686 München, Germany

- **Fokker Technologies Holding BV**, registered under Dutch law (registration number: 50010964), with its registered office in Industrieweg 4, 3351 LB Papendrecht, The Netherlands

- **GE Avio S.r.l.**, registered under Italian law (registration number: 1170622CF10898340012), with its registered office in Rivalta di Torino (TO), Via I Maggio no. 99, Italy

- **GKN Aerospace, Sweden AB**, registered under Swedish law (registration number: 5560290347), with its registered office in Flygmotorvägen 1, SE-461 81 Trollhättan, Sweden

- **Honeywell International s.r.o.**, registered under Czech law (registration number: 27617793), with its registered office in V Parku 2325/18, 148 00 Praha 4 – Chodov, Prague, Czech Republic

- **Industria de Turbo Propulsores S.A.U.**, registered under Spanish law (registration number: BI5062), with its registered office in Parque Tecnológico, Edificio 300, 48170 Zamudio, Spain

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\(^1\) United Technologies Research Centre Ireland, Ltd changed its name on 12 November 2021 and is now known as Collins Aerospace Ireland, Ltd.
- Leonardo SpA, registered under Italian law (registration number: 00401990585), with its registered office in Piazza Monte Grappa 4, 00195 Rome, Italy

- Liebherr-Aerospace & Transportation SAS, registered under French law (registration number: 552016834), with its registered office in 408 avenue des Etats-Unis, 31016 Toulouse Cedex 2, France

- Lufthansa Technik AG, registered under German law (registration number: HRB 56865), with its registered office in Weg beim Jäger 193, 22335 Hamburg, Germany

- Łukasiewicz Research Network – Institute of Aviation, registered under Polish law (registration number: 387193275), with its registered office in Al. Krakowska 110/114, 02-256 Warsaw, Poland

- MTU Aero Engines AG, registered under German law (registration number: HRB 157206), with its registered office in Dachauer Str. 665, 80995 München, Germany

- National Institute for Aerospace Research (INCAS), registered under Romanian law (registration number: J40649215071991), with its registered office in B-dul Iuliu Maniu no. 220, sect 6, 061126 Bucharest, Romania

- Office National d’Etudes et de Recherches Aérospatiales (ONERA), registered under French law (registration number: 775722879), with its registered office in BP 80100 - 91123 Palaiseau, France

- Piaggio Aero Industries, registered under Italian law (registration number: 903062), with its registered office in Viale Generale Disegna, 1, 17038 Villanova d’Albenga, Savona, Italy

- Pipistrel Vertical Solutions d.o.o., registered under Slovenian law (registration number: 7254466000), with its registered office in Vipavska cesta 2, SI-5270 Ajdovščina, Slovenia

- Rolls-Royce Deutschland Ltd & Co KG, registered under German law (registration number: HRA 2731P), with its registered office in Eschenweg 11, Dahlewitz, 15827 Blankenfelde-Mahlow, Germany

- Safran, registered under French law (registration number: 562 082 909), with its registered office in 2, Bvd. du General Martial-Valin, 75015 Paris, France

- Stichting Koninklijk Nederlands Lucht - en Ruimtevaartcentrum, registered under Dutch law (registration number: 41150373), with its registered office in Anthony Fokkerweg 2, 1059 CM Amsterdam, The Netherlands

- Thales AVS France SAS, registered under French law (registration number: RCS Bordeaux 612039495), with its registered office in 75-77 Avenue Marcel Dassault, 33700 Mérignac, France

- University of Patras, registered under Greek law (registration number: EL998219694 (VAT)), with its registered office in University Campus, 26504 Rio Achaia, Greece

\(^2\) Stichting Nationaal Lucht- en Ruimtevaartlaboratorium changed its name on 22 April 2021 and is now known as Stichting Koninklijk Nederlands Lucht - en Ruimtevaartcentrum.