

CATRENE Frame Agreement

between

1. **Alcatel**
Alcatel-Lucent, Paris, France
- hereinafter jointly referred to as - "**Alcatel-Lucent**" -
2. **ASM International NV, Almere, The Netherlands**
- hereinafter referred to as - "**ASMI**" -
3. **ASM Lithography Holding NV, Veldhoven, The Netherlands**
- hereinafter referred to as - "**ASML**" -
4. **Robert Bosch GmbH, Stuttgart, Germany**
- hereinafter referred to as - "**Bosch**" -
5. **Bull SAS, Les Clayes-sous-Bois, France**
- hereinafter referred to as - "**Bull**" -
6. **CASSIDIAN**
- Representing EADS -
- hereinafter jointly referred to as - "**EADS**" -
7. **Infineon Technologies AG, Neubiberg, Germany**
Infineon Technologies Austria AG, Villach, Austria
- acting as one party -
- hereinafter referred to as - "**Infineon**" -
8. **NXP Semiconductors Netherlands B.V., Eindhoven, The Netherlands**
- hereinafter referred to as - "**NXP**" -
9. **STMicroelectronics SA, Paris, France**
STMicroelectronics Srl, Agrate Brianza, Italy
- acting as one party -
- hereinafter jointly referred to as - "**STMicroelectronics**" -
10. **Technicolor, Issy les Moulineaux, France**
- hereinafter referred to as - "**Technicolor**" -
11. **Carl Zeiss SMT GmbH, Oberkochen, Germany**
- hereinafter referred to as - "**Zeiss**" -

all hereinafter referred to as "**Signing Members**"

Preamble

Whereas the execution of the programme on Cluster for Application and Technology Research in Europe on Nanoelectronics (CATRENE) managed by a broad range of Partners has come to excellent results, which lead to the conclusion, to perform a new four years research and development programme on nanoelectronics and its integration into application systems as described in the CATRENE White Book, hereinafter referred to as White Book.

Whereas the Signing Members, representing the major European industry, have applied for the EUREKA Label concerning the CATRENE implementation, endorsed by EUREKA under E !4140.

Whereas CATRENE has found a broad interest within noteworthy European industrial companies in its aim to secure the availability of world-competitive nanoelectronics and to develop a complete ecosystem around the semiconductor industry by covering application and enabling technologies

Whereas CATRENE participation shall be open for Partners, which are able and willing to comply with the rules of CATRENE and contribute significantly to the CATRENE Programme by investing their skill and knowledge, capacity and the necessary costs into research and development projects to be performed in co-operation with other Partners.

Whereas the national governments of Austria, Belgium, Finland, France, Germany, Irland, Israel, Spain, Sweden, The Netherlands and Turkey have held out a prospect of subsidising the research and development work within CATRENE. Italy has also expressed its interest.

Whereas the Signing Members have decided to install with a minimum of cost and labour a flexible and effective organisation to ensure that CATRENE can be executed within the envisaged goals by interested co-operating Partners in Europe.

Now, therefore, the Signing Members have agreed as follows:

Art. I Definitions

For the purpose of this Agreement shall mean:

I 1. CATRENE Programme (hereinafter “the Programme” or “the CATRENE Programme”)

The European research and development programme for developing the assets necessary to cover the societal needs and access to new market opportunities and therefore secure the availability of world-competitive nanoelectronics solutions for the European industry, being executed in co-operation by Partners in EUREKA countries under mutually agreed projects in areas as described in the White Book, endorsed by EUREKA under number **E !4140**.

In a dynamic and competitive environment the objectives of CATRENE are subject to permanent revision and updating, for example in respect of forthcoming new technologies, which must flow into the CATRENE Programme or new fields of application, which may arise out of market demands.

I 2. CATRENE Work areas

The interrelated areas of industrial competence as further described in the White Book. Under the frame of large projects addressing large and global socioeconomic needs the programme is organized via 8 work areas covering both Application and Technology projects; which are :

- Automotive and transport
- Communication & digital lifestyles
- Energy efficiency
- Health and the aging society
- Safety and security
- Design Technologies
- Semiconductor process and integration
- Equipment, materials and manufacturing

I 3. CATRENE Partners

CATRENE Partners are the parties to this Agreement and companies or research institutes and universities, explicitly named in the Project outlines and Full Proposals of labelled CATRENE Projects, having acceded the CATRENE Frame Agreement by signing the Declaration of Accession according to Art. IV, or having accepted the CATRENE rules and regulations (which for the avoidance of doubt include the provisions of this Frame Agreement as well as any further provisions applicable thereto) by signing a binding Declaration of Acceptance according to Art. VI.

I 4. CATRENE Projects or Projects

The CATRENE Programme is carried out in the form of various Projects within one (or more) of the CATRENE Work areas, the proposals of which are defined in the so-called CATRENE Project outlines and CATRENE Full Proposals, and labelled by the CATRENE Organisation which includes the bodies set-up in Article III below.

I 5. Public Authorities (hereinafter “the PAs”)

The representatives of the governments of Austria, Belgium, Finland, France, Germany, Ireland, Israel, Italy, Spain, Sweden, The Netherlands and Turkey and/or of other countries which are part of the Eureka organisation and/or of the Commission of the European Union ("CEU") expressing their interest into a co-operation in nanoelectronics in Europe, willing to subsidise Partners participating in CATRENE Projects and willing therefore to monitor and control the execution of the CATRENE Programme.

I 6. Affiliated Company

Any company or other legal entity, of which a CATRENE Partner now or hereafter owns or controls directly or indirectly more than 50 % of the voting shares or by which a CATRENE Partner now or hereafter is owned or controlled directly or indirectly by more than 50 % of the voting shares, but any such company shall be deemed to be an affiliated company only so long as such ownership or control exists.

Affiliated Companies to a CATRENE Partner are also such companies or legal entities, which are in the same ownership or under the same control in the aforementioned sense as the respective CATRENE Partner.

Affiliated Companies to CATRENE Partners are also such companies or legal entities, which are commonly controlled in the aforementioned sense by these CATRENE Partners.

I 7. Non-European companies

In the context of this Frame agreement, any company or legal entity which is directly or indirectly controlled by a company not being resident in a country which is part of the Eureka organisation.

I 8. Other Definitions

The terms Access Rights, Foreground and Background have the meaning as defined in General Conditions to the EU 7th Framework programme Grant Agreement.

Sideground means information other than Foreground developed or otherwise acquired by a Party beyond the Project after entering into the Project Cooperaton Agreement, as well as copyright or other IPRs pertaining to such information, and that is introduced into the Project by that Party for use in execution of the CATRENE Project.

Art. II Scope

II 1. CATRENE Organisation

By signing this CATRENE Frame Agreement the Signing Members agree to install the CATRENE Organisation, which includes the Bodies listed in Art. III for performing the CATRENE Programme.

II 2. Purpose of CATRENE Organisation

Scope and purpose of the CATRENE Organisation is to stimulate, organise and co-ordinate research and development work within the goals of the CATRENE Programme executed by CATRENE Partners.

II 3. Association CATRENE Office (hereinafter “the Association”)

The Association CATRENE Office is a non-profit making association governed by the Law of 1st July 1901, founded on February 11, 1997 and registered under number 2025 with the Paris Police Prefecture. The Association executes the tasks of the CATRENE Organisation. The Board of the Association delegates the day to day management to a dedicated team of experts hereafter designated as “the Office”.

Art. III Executive Bodies

Executive Bodies of CATRENE Organisation are the CATRENE Board, the CATRENE Support Group, the CATRENE Steering Group Technologies, the CATRENE Steering Group Applications and the Office.

Only companies, of which the directly or indirectly controlling company is incorporated and resident in, and subject to the law of the states of the European Union, are eligible to send representatives as members into the Executive Bodies.

III 1. CATRENE Board

III 1.1 Composition of the CATRENE Board

The composition of the CATRENE Board should reflect the participation in the CATRENE Programme and an appropriate mixture in respect to balance of participating countries, fields and levels of activities, while staying at a count level compatible with effective decision-making processes.

The CATRENE Board will be composed by up to twelve representatives of CATRENE Partners, plus up to three scientific advisors from the academic world.

Any CATRENE Partner may not have more than one representative as member in the Board.

The representatives of the CATRENE Partners are personally nominated.

Any voting CATRENE Partner represented in the CATRENE Board must be Signing Member or acceded party to this Agreement.

The CATRENE Board may decide to replace a member, if such member becomes representative of an Affiliated Company to another CATRENE Partner having a representative in the CATRENE Board or to a company not being resident in a member state of the European Union, or if the criteria for the membership would no longer apply.

A CATRENE Partner, who has sent a representative into the Board can permanently replace its representative, but is not entitled to withdraw from the CATRENE Board.

The CATRENE Board will consist of the Signing Members:

Alcatel-Lucent, ASMI, ASML, Bosch, Bull, EADS, Infineon, NXP, STMicroelectronics, , Technicolor, Zeiss

who shall send one representative each as voting member into the CATRENE Board.

The CATRENE Board appoints a Chairman from its voting members.

The CATRENE Board appoints a non-voting Vice-Chairman from the voting members of the CATRENE Support Group.

The scientific advisors shall be nominated by the voting members of the Board.

The signing Members have the responsibility to confirm or to adapt the CATRENE Board membership taking into account an appropriate mixture in respect to balance of participating countries, fields and levels of activities in labelled CATRENE Projects. It is assumed that all CATRENE Board members will have significative contributions in the CATRENE projects.

III 1.2 Tasks and Responsibilities of the CATRENE Board

The CATRENE Board is mainly responsible for:

- the Programme strategy and coherence;
- the representation of the Programme in front of Public Authorities;
- the decision on tasks and guidelines for the CATRENE Support Group and the Steering Groups (e.g. for Project selection and Partner search);
- the definition and updating of guidelines for the structure and organisation of the Programme; the emission and control of rules for Programme and Project management;
- the execution and overall management of the Programme. The selection and monitoring of Projects will be delegated to the CATRENE Support Group, under CATRENE Board responsibility;
- the decision on projects in individual cases, such as potential conflict of interest between Partners or participation in a project of a non-European company. Such companies or legal entities may be allowed to participate as Partners with the same rights and duties as other European Partners (except for participation in the Executive Bodies of the Programme, see Art. III), if they have demonstrated:
 - the existence of solid R&D activities in Europe,
 - the existence of decision power in Europe for the further implementation of research results into commercial products,
 - the added-value of their contribution to the project consortium (activities which could not have been possible without their participation).

III 1.3 CATRENE Board Meetings

The CATRENE Board shall perform its work in regular Board meetings, at least twice a year.

The CATRENE Board can invite members of the Office to participate in its meetings.

III 1.4 Voting

Each CATRENE Board member - except the scientific advisors, which are non-voting members - has one vote.

A CATRENE Board member may be represented at a meeting by another CATRENE Board member holding a written proxy. A CATRENE Board member may represent up to two fellow CATRENE Board members at a meeting.

Decisions require the majority of the votes of the members present or represented by proxy.

III 1.5 CATRENE Board Chairman

The Chairman is representative and spokesperson of the CATRENE Board. He shall arrange and preside the CATRENE Board meetings.

The Chairman shall act as the President of the Association.

III 1.6 CATRENE Board Vice-Chairman

The Vice-Chairman represents the CATRENE Support Group in the Board. He receives his task description from the CATRENE Board and reports to the CATRENE Chairman. The Vice-Chairman is entrusted with the execution of the day-to-day affairs of the CATRENE Organisation, and in particular, with the execution of the decisions of the CATRENE Board. In case of urgency he may decide to take, under his responsibility, the necessary measures for all matters, subject to ratification by the CATRENE Board at their next meeting.

The Vice-Chairman shall act as the Secretary of the Association.

III 1.7 CATRENE Support Group

The CATRENE Board shall install a CATRENE Support Group which has delegated responsibilities and which may act on behalf of the CATRENE Board in execution of specific tasks and responsibilities, as specified in Clause III 2.1.

The Vice-Chairman is chairman of the CATRENE Support Group.

III 1.8 Office of the CATRENE Organisation

The CATRENE Board shall install a permanent Office, supervised by the CATRENE Vice-Chairman.

The Office will ensure the day-to-day administration and follow-up of the Programme, according to Clause III 4.

III 1.9 Fora / Working Groups

The CATRENE Board shall decide on installation of Fora or Working Groups on selected subjects. Fora and Working Groups are foreseen in order to support the work of the CATRENE Board, the CATRENE Support Group and the CATRENE Steering Groups.

Third parties participating in Fora or Working Groups upon request of a CATRENE Partner shall sign a non-disclosure agreement.

III 2. CATRENE Support Group

III 2.1 Responsibilities of the CATRENE Support Group

The CATRENE Support Group will have a delegated responsibility from the Board for all decisions related to selection and monitoring of CATRENE Projects.

Unless otherwise decided by the CATRENE Board, the following tasks will be delegated to the CATRENE Support Group:

- Making proposals for and taking care of updating and implementation of guidelines for technical Projects selection and ranking by the CATRENE Steering Groups;
- Decision to give label to Projects, following recommendation by the relevant Steering Group and funding outlook by PAs;
- Decision on major Project Change Requests;
- Interface and influence to the PAs for all issues related to the CATRENE Programme,
- Advise to the CATRENE Board on all relevant issues.

With the goal to ensure the best possible coupling between Steering Groups recommendations and Support Group decisions at Project level, the members of the Support Group will be permanent guests, with no voting-rights, of the meetings of the two Steering Groups, for all discussions related to Projects. The members of the Support Group will be notified early enough of the dates, places and agendas of the respective Steering groups meetings, so that they can decide to participate or not. They will inform in advance the Support Group chair and the relevant Steering Group chair of their participation.

III 2.2 Rules for the organisation of the CATRENE Support Group

III 2.2.1 Members shall be representatives of CATRENE Signing Members, participating in CATRENE Projects plus, as non-voting participants, the Office Director, the CATRENE Programme Directors and the CATRENE Communication Director.

The CATRENE Vice-Chairman will chair and manage minutes of the Support Group meetings.

III 2.2.2 Membership should be limited to the extent practical. The number of members and the composition of the CATRENE Support Group are subject to approval by the CATRENE Board. The composition should reflect an appropriate mixture in respect to countries, fields and levels of activity.

III 2.2.3 Each CATRENE Support Group member - except permanent guests which are non-voting members - has one vote. Decision will be taken by a simple majority vote.

III 2.2.4 The CATRENE Support Group may decide to replace a member, if such member becomes representative of an Affiliated Company to another CATRENE Partner having a representative in the CATRENE Support Group or to a company not being resident in a member state of the European Union, or if the criteria for his membership would no longer apply, or to have an additional member appointed. Voluntary withdrawal from the CATRENE Support Group does not relieve the withdrawing member from any obligations connected with his remaining term of office, unless and until a new CATRENE Support Group member has been appointed in his stead.

III 2.3 Composition of the CATRENE Support Group

The CATRENE Support Group will consist of representatives of each of the Signing Members:

Alcatel-Lucent, ASMI, ASML, Bosch, Bull, EADS, Infineon, NXP, STMicroelectronics, Technicolor, Zeiss

who shall send one representative each as voting member into the CATRENE Support Group.

The CATRENE Support Group has the responsibility to propose to the CATRENE Board to confirm or to adapt membership taking into account an appropriate mixture in respect to balance of participating countries, fields and levels of activities in labelled CATRENE Projects. This shall be done under the general rules of and subject to decision by the CATRENE Board.

III 3. CATRENE Steering Groups

III 3.1 Responsibilities of CATRENE Steering Groups

The CATRENE Steering Groups are responsible for coherence and consistency in the area of Projects which have been assigned to their duty, according to the CATRENE Board instructions.

The two CATRENE Steering Groups have the following tasks:

- recommendation in strategic orientation and coherence of all activities in the Group of Projects,
- initiation of Projects (e.g. preparation of Calls for proposals, help in consultation with the Office for searching Partners to set-up Projects),
- recommendation for Project selection/labelling and priority setting/ranking based on technical evaluation of Project proposals and strategic reasoning,
- monitoring of Projects progress through periodical Technical Reports and Project Reviews,
- decision on running projects (e.g. Reports and Reviews acceptance, minor Change Requests).

III 3.2 Common Rules for CATRENE Steering Groups

III 3.2.1 Members shall be representatives of CATRENE Partners active in Projects of the area of the respective CATRENE Steering Group. The respective Programme Director in charge of the relevant area within the Office will chair and manage minutes of the Steering Group Applications and Technologies meetings

III 3.2.2 Membership should be kept to a practical minimum, depending on the requirements of the specific area of the CATRENE Steering Group. The number of members and the composition of each CATRENE Steering Group are subject to approval by the CATRENE Board. The composition should reflect an appropriate mixture in respect to countries, fields and levels of activity (priority will be given to those CATRENE Partners carrying the majority of the workload in Projects).

III 3.2.3 Proxy in the meetings of the CATRENE Steering Groups is only allowed in exceptional circumstances, notified in advance to the Office.

III 3.2.4 The CATRENE Steering Groups have the responsibility to propose to the CATRENE Board to confirm or to adapt membership taking into account an appropriate mixture in respect to balance of participating countries, fields and levels of activities in labelled CATRENE Projects in the area of the respective CATRENE Steering Group. This shall be done under the general rules of and subject to decision by the CATRENE Board.

- III 3.2.5 The CATRENE Steering Group may decide to replace a member, if such member becomes representative of an Affiliated Company to another CATRENE Partner having a representative in the relevant CATRENE Steering Group or to a company not being resident in a member state of the European Union, or if the criteria for his membership would no longer apply, or to have an additional member appointed. Voluntary withdrawal from the CATRENE Steering Group does not relieve the withdrawing member from any obligations connected with his remaining term of office, unless and until a new CATRENE Steering Group member has been appointed in his stead.
- III 3.2.6 The Programme Directors represent the respective CATRENE Steering Groups in the CATRENE Board and the CATRENE Support Group.
- III 3.2.7 The CATRENE Steering Groups shall perform their work in regular CATRENE Steering Group meetings. They shall be arranged and presided by the Programme Directors. The Steering Groups can decide to split into various focussed working groups, to better monitor the projects in the various Work areas defined in the CATRENE white Book. The Steering Groups may also decide to appoint among themselves Project Mentors in charge of closer follow-up of a specific Project or of group of Projects.

All decisions of the CATRENE Steering Groups shall be passed by the majority of the votes of the members present or represented by proxy and laid down in approved Minutes of Meeting.

III 3.3 Composition of the CATRENE Steering Group Technologies

It is intended that the CATRENE Steering Group Technologies shall consist of representatives of the following Signing Members :

ASMI, ASML, Bosch, Infineon, NXP, STMicroelectronics, Zeiss

And the following Partners :

Air Liquide, Atmel, Global Foundries, Micron, Siltronic, SOITEC

In the CATRENE Steering Group Technologies a company including its Affiliated Companies may be represented by more than one representative, subject to the approval of the CATRENE Board. In this case, all of these representatives together have one vote. However, Infineon, and STMicroelectronics may permanently have up to two representatives, respectively two votes each.

The renewal of the CATRENE Steering Group Technologies shall be done according Clause III 3.2.4.

III 3.4 Composition of the CATRENE Steering Group Applications

It is intended that the CATRENE Steering Group Applications shall consist of representatives of the following Signing Members:

Alcatel-Lucent, Bosch, Bull, EADS, Infineon, NXP, STMicroelectronics, Technicolor

And the following Partners:

Atmel, AlphaSip, Gemalto, Conti TEMIC, Philips, Thales

In the CATRENE Steering Group Applications a company including its Affiliated Companies may be represented by more than one representative, subject to the approval of the CATRENE Board. In this case, all of these representatives together have one vote.

The renewal of the CATRENE Steering Group Applications shall be done according Clause III 3.2.4.

III 4. Office of the CATRENE Organisation

The Office will consist of a team of experts including the functions of Office Director, Communication Director, Programme Director for Application, and Programme Director for Technology.

The Directors will receive their task description from the CATRENE Vice-Chairman.

The Office will be in charge of the day-to-day administration of the Programme.

Art. IV

Accession of Further Parties

In case of accession of a party according to Annex A of this Agreement such party has to have significant research and development activities in the field of the CATRENE Programme in a memberstate of the European Union. The accession is subject to the approval of the CATRENE Signing Members.

Art. V

Projects and Proposals in CATRENE

V 1. The research and development work within CATRENE Programme shall be executed by CATRENE Partners in individual Projects as part of the EUREKA Programme E !4140.

V 2. Partners in CATRENE Projects shall execute their work under their own responsibility and at their own costs.

- V 3.** Proposals for Projects have to be submitted in two stages:
- 1st stage : Initial selection based on a Project outline.
- 2nd stage : Final selection based on a Full Proposal.
- V 4.** CATRENE Projects are necessarily accomplished in co-operation by project Partners according to Project Co-operation Agreements (PCA) agreed and concluded between the CATRENE project Partners case by case.
- V 5.** The funding of CATRENE Projects is not the responsibility of the CATRENE Organisation, as it demands the decision of the respective PAs. However, the organisation will perform all necessary actions to demonstrate to PAs the interest of the Projects and the usefulness of their co-ordinated funding.

Art. VI
Proposal Evaluation and CATRENE Label

- VI 1.** Applicants in CATRENE Projects shall submit their proposals with the necessary information according to the CATRENE rules and regulations to the CATRENE Organisation. The CATRENE Organisation will evaluate the proposal as supporting the general aims of the Programme and being within the goals of the respective CATRENE work areas described in the White Book.
- VI 2.** After positive evaluation by the competent Steering Group, the CATRENE Support Group will give a CATRENE Label to the Project. The CATRENE Label is the confirmation of the CATRENE Organisation that the proposed Project fits to the goals of CATRENE Programme and that the applying organisations may participate as CATRENE Partners in the CATRENE Programme. The CATRENE Label is the confirmation that the CATRENE Organisation recommends the project for public funding. The Full Proposal is the basic technical document for the application for funding to the respective PAs. The decision of funding is with the respective PA.
- VI 3.** The CATRENE Label is subject to the condition that the Project Partners comply with the CATRENE regulations (irrespective from the funding situation) and accept the rules laid down in the CATRENE Frame Agreement by signing the Declaration of Acceptance (Annex B),
- VI 4.** All Partners have to declare to the CATRENE Organisation that a Project Co-operation Agreement has been already or will be signed within a maximum 3 months period following the label decision, substantially in line with the model Project Co-operation Agreement that is made available by the CATRENE Organisation.

Art. VII
Cost of CATRENE Organisation

- VII 1.** The anticipated costs of the CATRENE Organisation (as to be decided by the CATRENE Board) shall be listed in a yearly budget subject to the approval of the CATRENE Board.

The costs which are covered in the approved budget shall be borne by all CATRENE Partners related to the planned manpower (reference date: 1st of June) in their labelled CATRENE Projects concerning the respective year. CATRENE Partners will therefore receive on the 15th of June of each year respective invoices. Payments will be due for the 15th of August of the same year.

For each year, Advance payments due for 1st of March , shall be borne by the Signing Members only, related to the planned manpower (reference date: 2 January) in their labelled CATRENE Projects concerning the respective year, and under the proviso that a correction will be made end of each year on grounds of participation in CATRENE labelled projects, according to the general cost sharing rules.

- VII 2.** The Association shall run its business according to rules and regulations of normal trade custom
- VII 3.** All costs resulting from the participation of persons or organisations in CATRENE activities are to be borne by these persons or organisations.
- VII 4.** All costs incurred in the execution of this Agreement shall be borne by the respective party(ies) executing the work.
- VII 5.** CATRENE Board shall apply for subsidies for the costs of the CATRENE Organisation at prospective PAs.

Art. VIII
Confidentiality/Restriction in Use

- VIII 1.** It is understood and agreed by the Signing Members and any other party acceding to this Agreement or accepting the CATRENE rules and regulations, that all technical and business information received from other parties pursuant to or in connection with the performance of this Agreement shall be kept confidential towards third parties during and for 5 (five) years after the duration of the Agreement. The representatives in all Executive Bodies (Art. III), and in all ad-hoc set up Fora or Working Groups, are obliged not to use the received information for any other purposes than performing the work within the CATRENE Organisation.
- VIII 2.** This obligation as set forth in Clause 1 hereabove shall not apply to any information which can be proved to be already known or becomes known to the receiving party otherwise than by virtue of its participation under this

Agreement, is proved to be acquired/elaborated independently or is otherwise furnished lawfully or is within the public domain.

- VIII 3.** Third parties within the meaning of this Article are not the PAs subsidising Project Partners, and the Partners' Affiliated Companies, provided that these Affiliated Companies undertake to keep the same obligation as stipulated under this Article.
- VIII 4.** Publications concerning the results obtained under the execution of this Agreement from other parties are subject to their previous approval.
- VIII 5.** Notwithstanding the above-mentioned obligations each of the parties are entitled to co-operate with third parties on the basis of their own know-how to conclude technical co-operation contracts or to licence third parties with its own know-how even if therein are contained results from other parties which derive from the co-operation if these results are inseparably connected with the said know-how.

Art. IX

Industrial Property Rights and Licensing

IX 1. Introduction and general principles

- IX 1.1 This Article IX covers the principles concerning rights and licenses with regard to the co-operation of CATRENE Partners in the CATRENE Programme. For such co-operation and the relevant co-operation agreements pursuant to Article V, Clause 4 of this Agreement the following conditions shall apply.
- IX 1.2 Access Rights granted pursuant to this Article IX shall extend to Affiliated Companies of the relevant CATRENE Partner as if such Affiliated Companies were CATRENE Partners provided all such Affiliated Companies grant licenses and user rights to all CATRENE Partners (and their Affiliated Companies) to its IPR needed to use Foreground and (without prejudice to the CATRENE Partners' obligations to carry out the CATRENE Project and to provide Project Deliverables) fulfil all confidentiality and other obligations accepted by the CATRENE Partners under the PCA or this Frame Agreement as if such Affiliated Companies were CATRENE Partners. Access Rights granted to any Affiliate are subject to the continuation of the Access Rights of the Partner of which it is an Affiliate, and shall automatically terminate upon termination of the Access Rights granted to such Partner. Further, if an Affiliate fails in any material respect to comply with the undertaking given by it as above, and fails to rectify the non-compliance after being given a reasonable opportunity to do so, all Access Rights granted to it based upon that undertaking shall terminate
- IX 1.3 Any Access Rights to be granted under this Article IX shall not, unless the owner of the Foreground expressly agrees, confer any right to sub-license (other than to Affiliated Companies) and may be subject to appropriate undertakings as to confidentiality and to the restrictions contained in the

partly limited Access Rights granted under this Article IX, but shall otherwise be unrestricted.

- IX 1.4 The essential transfer cost for the granting of Access Rights shall be borne by the beneficiary CATRENE Partner.

IX 2. Ownership

- IX 2.1 The Foreground shall be owned by the CATRENE Partner generating it.
- IX 2.2 The Foreground is to the free and unrestricted disposal of the generating CATRENE Partner.

IX 3. Access Rights for Research and Development

- IX 3.1 With regard to Foreground, each of the CATRENE Partners shall make available and shall grant non-exclusive, non-transferable rights and licenses to the other CATRENE Partners participating in the same specific CATRENE Project on a royalty free basis, where and to the extent that such Foreground is necessary for the execution of their own research and development work under the said specific Project.
- IX 3.2 With regard to Background and Sideground it is understood that each of the CATRENE Partners has the required expertise, experience and background information to undertake its own work in the specific Project. However, there may be occasions on which it will be necessary for CATRENE Partners to give access to their Background and Sideground to execute a specific Project.

In these cases, if a CATRENE Partner participating in the same specific CATRENE Project has to solve a particular problem in order to achieve the Project's research and development objectives, that CATRENE Partner will be given access to the appropriate Background and Sideground of the other CATRENE Partners of the same specific project to the extent necessary for this purpose under royalty free conditions - provided they are free to disclose such Background and Sideground.

IX 4. Access Rights for Exploitation and Commercialisation

- IX 4.1 With regard to Foreground each of the CATRENE Partners shall make available and shall grant non-exclusive, non-transferable rights and licenses to the other CATRENE Partners of the same specific Project on a royalty-free basis, as far as the CATRENE Partners have agreed for certain parts of the Project on a balanced situation (comparable levels of expertise and resources); in other parts of the Project favourable conditions may apply. The relevant situation shall be defined in the specific PCA.
- IX 4.2 With regard to rights concerning Background and Sideground any licenses will be granted to CATRENE Partners on preferable conditions conditions, as far as necessary for the use of the own foreground .

Art. X
Warranty/Liability

- X 1.** In performance of this Agreement the CATRENE Partners shall use the diligence and care, which they usually employ in own business affairs.
- X 2.** The performance under this Agreement shall not constitute any other warranty by either CATRENE Partner to the others.
- X 3.** The liability of the CATRENE Partners against each other is restricted to wilful acts and gross negligence.

Art. XI
Duration

- XI 1.** This Agreement shall come into force after having been signed by the Signing Members with effect as from February 2013 and under the proviso for each of them that envisaged subsidies for participation in the CATRENE Programme have been or will be granted.
- XI 2.** The Agreement ends automatically with the termination of the CATRENE Programme, i.e. on the 14th of May 2020
- XI 3.** Each party of this Agreement, being a Signing Member or a party acceded by Declaration of Accession, has the right to withdraw from the Agreement by giving written notice to the Board, if its representation in the Board does not materialise or comes to an end, or, if not represented in the Board, with a 6 month notice period.
- XI 4.** If a party withdraws according to Art. XI Clause 3, the Agreement will be continued between the remaining parties.

Art. XII
Miscellaneous

- XII 1.** It is understood that for each party the implementation of this Agreement shall not be contrary to the rules of the respective subsidising authorities which will apply to said party.
- XII 2.** Modifications and supplements to this Agreement inclusive of this Clause 2 are subject to written form signed by a duly authorised representative of each Signing Member hereto.
- XII 3.** In case of inconsistency of the CATRENE White Book with the wording of this Agreement the latter shall prevail.
- XII 4.** The CATRENE Partners ensure that their employees also fulfil the obligations of this Agreement.

- XII 5.** The rights and obligations arising from this Agreement shall not be assigned to third parties other than Affiliated Companies without prior written approval of the other Signing Members.
- XII 6.** Any dispute of whatever nature in respect of or arising out of this Agreement, even those which arise after its termination, shall be settled amicably. If such a settlement fails, at first the respective PA shall be asked to stimulate a consensus.
- XII 7.** The Agreement is governed by the law of the place of the Association.
- XII 8.** This Agreement and the accessions thereto are concluded, respectively declared, in the English language. In any case of translation into other languages the English language shall prevail.
- XII 9.** In the event that any provision/clause of this Agreement by whatever reason is or will be found to be legally unenforceable or in any case of a loophole in the Agreement that needs to be filled in, the enforcement of the Agreement shall not be effected. The legally unenforceable provision/clause or the loophole to be filled in shall be substituted by a provision/clause which within the legal possibilities is nearest to that what the parties would have intended if they had known the unenforceability or if they had envisaged the missing point in question.

Agreed as Undersigned

1. Paris,

.....
Alcatel-Lucent

2. Almere,

.....
ASM International NV

3. Veldhoven,

.....
ASM Lithography Holding NV

4. Stuttgart,

.....
Robert Bosch GmbH

5. Les Clayes-sous-Bois.....

.....
BULL SA

6. Paris,

.....
CASSIDIAN

7. Neubiberg,

.....
Infineon Technologies AG

Villach,

.....
Infineon Technologies Austria AG

8. Eindhoven,

.....
NXP Semiconductors Netherlands B.V.

9. Paris,

.....
STMicroelectronics SA

Agrate Brianza,

.....
STMicroelectronics Srl

10. Issy les Moulineaux,

.....
Technicolor

11. Oberkochen,

.....
Carl Zeiss SMT GmbH

Annex A to the CATRENE Frame Agreement

Accession of an additional Party to the CATRENE Frame Agreement

Between

1. **Alcatel-Lucent**
 - hereinafter referred to as - "**Alcatel-Lucent**" -
2. **ASM International NV, Almere, The Netherlands**
 - hereinafter referred to as - "**ASMI**" -
3. **ASM Lithography Holding NV, Veldhoven, The Netherlands**
 - hereinafter referred to as - "**ASML**" -
4. **Robert Bosch GmbH, Stuttgart, Germany**
 - hereinafter referred to as - "**Bosch**" -
5. **Bull SAS Les Clayes-sous-Bois, France**
 - hereinafter referred to as - "**Bull**" -
6. **CASSIDIAN**
 - Representing EADS
 - hereinafter jointly referred to as - "**EADS**" -
7. **Infineon Technologies AG, Neubiberg, Germany**
Infineon Technologies Austria AG, Villach, Austria
 - acting as one party -
 - hereinafter referred to as - "**Infineon**" -
8. **NXP Semiconductors Netherlands B.V., Eindhoven, The Netherlands**
 - hereinafter referred to as - "**NXP**" -
9. **STMicroelectronics SA, Paris, France**
STMicroelectronics Srl, Agrate Brianza, Italy
 - acting as one party -
 - hereinafter jointly referred to as - "**ST**" -
10. **Technicolor, Issy les Moulineaux, France**
 - hereinafter referred to as - "**Technicolor**" -
11. **Carl Zeiss SMT GmbH, Oberkochen, Germany**
 - hereinafter referred to as - "**Zeiss**" -

all hereinafter referred to as "**Signing Members**"

and

.....
.....
(Company, Institution, University)

.....
.....
(Address) (Direct line/Fax)

hereinafter the "**Acceding Party**"

Whereas the Signing Members have concluded the CATRENE Frame Agreement in date of, a copy of which has been supplied to the Acceding Party.

Whereas the Acceding Party wishes to become a Party to the CATRENE Frame Agreement as well as the Signing Members.

Whereas the accession of further parties shall be made possible according to Article IV of the CATRENE Frame Agreement.

Now, therefore, in consideration of the mutual covenants contained herein the Signing Members and the Acceding Party agree as follows

Article 1

The Parties agree the accession of the Acceding Party to the CATRENE Frame Agreement with effect from

The Acceding Party recognises the conditions of the said Agreement and the resolutions taken by the Signing Members before the date of such accession and agrees to respect them.

Article 2

All provisions of the CATRENE Frame Agreement not modified by the present Amendment shall remain in full force and effect.

For the Acceding Party

.....
.....
.....

For the Signing Members

1. Paris,

.....
Alcatel-Lucent

2. Almere,

.....
ASM International NV

3. Veldhoven,

.....
ASM Lithography Holding NV

4. Stuttgart,

.....
Robert Bosch GmbH

5. Les Clayes-sous-Bois,

.....
BULL SA

6. Paris,

.....
CASSIDIAN

7. Neubiberg,

.....
Infineon Technologies AG

Villach,

.....
Infineon Technologies Austria AG

8. Eindhoven,

.....
NXP Semiconductors Netherlands B.V.

9. Paris,

.....
STMicroelectronics SA

Agrate Brianza,

.....
STMicroelectronics Srl

10. Issy les Moulineaux,

.....
Technicolor

11. Oberkochen,

.....
Carl Zeiss SMT GmbH

Annex B (amendment of the 28th of November 2013)

(Applicant full address):

.....
.....
.....
.....

Date:.....

Declaration of Acceptance of the CATRENE Frame Agreement

To be addressed to the:

CATRENE BOARD
c/o CATRENE OFFICE
9 avenue René Coty.....
75014 Paris France.....
Tel: +33 1 40 64 45 60.....
Fax: +33 1 43 21 44 71.....

Subject: Proposal for a CATRENE Project / Acceptance of CATRENE rules

The undersigned

(company, institution)

is applicant for a CATRENE Label for a CATRENE Project in the CATRENE Call
(Call number)

In case of labelling of a CATRENE project, the undersigned, accepts and acknowledges the rules and regulations laid down in the CATRENE Frame Agreement having a date of reference of November 28th 2013. It is understood that the undersigned will receive the relevant general information related to the execution of the CATRENE Programme.

.....
(name)

.....
(signature)