

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

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Preamble

WHEREAS the specification of the Program for Information Technology for European Advancements (ITEA) to be executed by a broad range of partners has come to encouraging results, which lead to the conclusion, to perform a eight years research and development program on Information Technologies and its integration into competence areas as described in the ITEA Proposal dated 1998-05-06, hereinafter referred to as Rainbow Book;

WHEREAS major European industry has applied for the EUREKA Label concerning the ITEA implementation, endorsed by EUREKA under

WHEREAS ITEA has found a broad interest within noteworthy European industrial companies in its aim to secure the availability of world-competitive Information Technology and its system applications by European sources;

WHEREAS ITEA participation shall be open for partners, which are able and willing to comply with the rules of ITEA and contribute significantly to the ITEA Program 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 Belgium, Finland, France, Germany, Italy and The Netherlands have held out a prospect of subsidising the research and development work within ITEA;

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

NOW, THEREFORE, THE SIGNING MEMBERS HAVE AGREED AS FOLLOWS:

Article I
DEFINITIONS

For the purpose of this Agreement shall mean:

I.1. ITEA Program

The European research and development program for developing core competencies of IT makers and users to secure the availability of world-competitive Information Technology for the European industry being executed in co-operation by partners in EUREKA countries under mutually

agreed projects in areas as described in the Rainbow Book, endorsed by EUREKA under

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

I.2. **ITEA Competencies**

The interrelated areas of industrial competence as further described in the Rainbow Book:

1. Complex System Engineering
2. Extended Multimedia
3. Communications
4. Distributed Information and Services
5. Content Processing
6. User Interface

I.3. **ITEA Partners**

ITEA Partners are the parties to this Agreement and companies or research institutes, explicitly named in the Project Outlines and Full Proposals of labelled ITEA Projects, having acceded to the ITEA Frame Agreement by signing the Declaration of Accession according to Art. IV or companies that have accepted the ITEA rules and regulations by signing a Declaration of Acceptance according to Art. VI. For the purpose of Article IX only ITEA Partners also include Affiliated Companies provided they duly comply with any obligations in relation with licences, user rights and confidentiality arrangements agreed upon by the Partner concerned.

I.4. **ITEA Projects**

The ITEA Program is executed in form of various Projects within two (or more) of the ITEA Competencies, one of which has to be Complex System Engineering and the proposals of which are defined in the so-called ITEA Project Outlines and ITEA Full Proposals, and labelled by the ITEA Organisation.

I.5. **Subsidisers**

The governments of Belgium, Finland, France, Germany, Italy, The Netherlands and/or of other countries participating in the ITEA Program and/or the Commission of the European Communities ("CEC").

I.6. **Affiliated Company**

Any company or other legal entity, of which an ITEA Partner now or hereafter owns or controls directly or indirectly more than 50 % of the voting shares or by which an ITEA 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 an ITEA 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 ITEA Partner.

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

I.7. **Other Definitions**

“Access Rights” means non-exclusive licences and user rights to Foreground or Background under this Agreement. In granting Access Rights the conditions may vary between the recipients unless otherwise specified and:

- “royalty-free” means at no cost and against no conditions other than those specified in this Agreement;
- “transfer conditions” means conditions that have a value lower than favourable conditions, normally the cost of making the Access Rights available;
- “favourable conditions” means conditions preferential to commercial conditions (open market payment and other conditions).

“Background” means Background Information and Background Rights.

“Background Information” means all information (excluding Foreground Information and information still treated as such under a separate contract with the Community), owned or controlled by a Contractor in the same fields as, or fields related to, the ITEA Project.

“Background Rights” means patent applications, patents, registered designs, copyrights (including the copyright on software in any code) and other similar statutory rights, as well as applications for any such rights, (excluding Foreground Rights and rights still treated as such under a separate contract with the Community), owned or controlled by a Contractor in the same fields as, or fields related to, the ITEA Project.

“Community RTD Undertaking” means any legal entity established and carrying out RTD in the Community.

“Foreground” means Foreground Information and Foreground Rights of the ITEA Project.

“Foreground Information” means all information generated by any Contractor, or third party working for it, in the performance of the Project.

“Foreground Rights” means patents, registered designs, copyrights (including the copyright on software in any code) and other similar statutory rights, as well as applications for any such rights, resulting from the performance of the ITEA Project.

Article II **SCOPE**

II.1. ITEA Organisation

By signing this ITEA Frame Agreement the Signing Members agree to install the ITEA Organisation for performing the ITEA Program.

II.2. Purpose of ITEA Organisation

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

The ITEA Organisation is a non-profit-making co-operation.

II.3. Place of the Office of ITEA Organization

The place of the Office of ITEA Organisation shall be decided by the ITEA Board.

Article III **EXECUTIVE BODIES**

Executive Bodies of ITEA Organisation are the ITEA Board and the ITEA Steering Group.

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. **ITEA Board**

III.1.1 Composition of the ITEA Board

The ITEA Board is composed by up to ten representatives of ITEA Partners plus a Chairman and two Vice-Chairmen plus up to two persons as technical experts.

The composition of the ITEA Board should reflect the participation in the ITEA Program and an appropriate mixture in respect to balance of participating countries, fields and levels of activities.

The Chairman and the Vice-Chairmen are non-voting members and shall have industrial background being recognised in governmental and industrial circles.

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

The representatives of the ITEA Partners are personally nominated. Authorised proxy is allowed in exceptional cases only.

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

The ITEA Board may decide to replace a member, if such member becomes representative of an Affiliated Company to another ITEA Partner having a representative in the ITEA 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.

An ITEA Partner, who has sent a representative into the Board can exchange its representative, but is not entitled to withdraw from the ITEA Board.

For the start up of ITEA the ITEA Board will consist of the Signing Members who shall send one representative each as voting member into the ITEA Board. It is understood, however, that TMM and TCSF will be represented by a joint representative having one vote. The Chairman of the ITEA Board and the Vice-Chairmen shall be nominated by the voting members of the Board.

The ITEA Board has the responsibility to confirm or to adapt membership taking into account an appropriate mixture with respect to balance of participating countries, fields and levels of activities in labelled ITEA Projects, for the first time as soon as the participation in ITEA Projects is clarified (not later than 31 December 1998).

The ITEA Board may, however, decide to appoint for a specified term of office up to two technical experts, who are well recognised in the field of information technology, as non-voting members.

III.1.2 Tasks and Responsibilities of the ITEA Board

The ITEA Board is mainly responsible for

- Program strategy and coherence;
- Project acceptance;
- representation of the Program;
- negotiations with Subsidisers or other Public Authorities;
- decide on initiation of a second Steering Group;
- guidelines for the Steering Group(s) (e.g. for Project selection and partner search);
- priority setting/Project ranking for public support;
- approval of Project reports;
- emission and control of rules for Program and Project management;
- monitoring of progress
- approval of the budget and the costs of the ITEA-Office.

III.1.3 ITEA Board Meetings

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

III.1.4 Voting

Each ITEA Board member - except the ITEA Board Chairman and the ITEA Board Vice-Chairmen and the technical experts, which are non-voting members - has one vote. Decisions require the majority of the votes of the members present or represented by proxy. The start up budget according to Art. VII Clause 1 requires unanimous vote.

III.1.5 ITEA Board Chairman

The Chairman is representative and spokesman of the ITEA Board. He shall arrange and preside the Board meetings. He receives his tasks from the Board and reports to this Board. He will be put in office against conditions to be defined by the ITEA Board.

III.1.6 ITEA Vice-Chairmen

The first Vice-Chairman is the representative and chairman of the ITEA Steering Group. He receives his task description from the ITEA Board and reports to the ITEA Chairman. He is put in office against conditions to be defined by the ITEA Board. The Board has the right to appoint a second Vice-Chairman. The optional second Vice-Chairman has no binding with the first Steering Group. He receives his task description from the ITEA Board and reports to the ITEA Chairman. Should installation of a second Steering Group become necessary, the second Vice-Chairman becomes chairman of this second Steering Group and will be their representative in the ITEA Board.

III.1.7 ITEA Office

The ITEA Board shall install an ITEA Office.

III.1.8 ITEA Support Group

The ITEA Board shall install an ITEA Support Group which has delegated responsibilities and which may act on behalf of the ITEA Board in execution of its tasks and responsibilities, mainly

- guidelines for the Steering Group (e.g. for Project selection and partner search)
- priority setting/Project ranking for public support
- approval of Project reports
- reviewing and auditing the ITEA-Office budget and cost according to Article VII.

The ITEA Board Chairman is non-voting chairman of the ITEA Support Group.

III.1.9 Forums / Working Groups

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

Third parties participating in Forums or Working Groups upon request of an ITEA Partner shall sign a non-disclosure agreement.

III.2 **ITEA Steering Group**

III.2.1 Responsibilities of ITEA Steering Group

The ITEA Steering Group is responsible for coherence and consistency in the area of projects concerning all six competencies.

The ITEA Steering Group has the following tasks:

- recommendation in strategic orientation,
- initiation of Projects,
- technical evaluation of Project proposals and reports,
- monitoring of Project progress,
- recommendation for Project selection/labelling and priority setting/ranking based on technical and strategic reasoning.

III.2.2 Common Rules for ITEA Steering Group

III.2.2.1 Members shall be representatives of ITEA Partners and a non-voting chairman.

III.2.2.2 Membership should be kept to a practical minimum. The number of members and the composition of the ITEA Steering Group is subject to approval by the ITEA Board. The composition should reflect an appropriate mixture in respect to countries, fields and levels of activity. Those ITEA Partners which carry out the majority of the Project work have preference in nominating representatives as members for the ITEA Steering Group. It is

understood that TMM and TCSF will be represented by a joint representative having one vote.

III.2.2.3 Proxy in the meetings of the ITEA Steering Group is only allowed in exceptional circumstances.

III.2.2.4 For the start up of ITEA the members in the ITEA Steering Group will be nominated to be in office until 31.12.1998.

III.2.2.5 As soon as the participation in ITEA Projects is clarified (not later than 31 December 1998) the ITEA Steering Group has the responsibility 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 ITEA projects. This shall be done under the general rules of and subject to approval by the ITEA Board.

III.2.2.6 The ITEA Steering Group may decide to replace a member, if such member becomes representative of an Affiliated Company to another ITEA Partner having a representative in the relevant ITEA 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 ITEA Steering Group does not relieve the withdrawing member from any obligations connected with his remaining term of office, unless and until a new ITEA Steering Group member has been appointed in his stead.

III.2.2.7 The chairman of the ITEA Steering Group is Vice-Chairman of the ITEA Board and will be nominated according to Clauses 1.1 and 1.6 of Article III of this Agreement. The chairman represents the ITEA Steering Group in the ITEA Board.

III.2.2.8 The ITEA Steering Group shall perform its work in regular ITEA Steering Group meetings. They shall be arranged and presided by the chairman.

All decisions of the ITEA Steering Group 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.2.3 Composition of the ITEA Steering Group

It is intended that the ITEA Steering Group until 31.12.1998 shall consist of representatives of:

Alcatel
Bosch
Bull
Daimler-Benz
Italtel
Nokia

Philips
Siemens
TCSF and TMM (one joint representative with one vote)

The renewal of the ITEA Steering Group as from 1st January 1999 shall be according to Article III.2.2.5.

III.2.4 The ITEA Steering Group may propose to the Board to initiate the installation of a second Steering Group should workload demand it and under the rules of the ITEA Board. Membership allocation of this second Steering Group is under the rules of the ITEA Board. Given the necessity, membership will be fixed in the ITEA Board minutes. All rules for the first ITEA Steering Group apply to the second Steering Group should it exist.

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

Article 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 ITEA Program in a member state of the European Union. Only parties represented in the ITEA Organisation shall accede. The accession is subject to the approval of the ITEA Board.

Article V **PROJECTS AND PROPOSALS IN ITEA**

- V.1. The research and development work within ITEA Program shall be executed by ITEA Partners in individual Projects as part of the EUREKA Program
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- V.2. Partners in ITEA 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. ITEA Projects are necessarily accomplished in co-operation by project partners according to Project Co-operation Agreements (PCA) agreed and concluded between the project partners per ITEA Project case by case.

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- V.5. The funding of ITEA Projects is not the responsibility of the ITEA Organisation, as it demands the decision of the respective Subsidiser.

Article VI
PROPOSAL EVALUATION AND ITEA LABEL

- VI.1. Applicants in ITEA Projects shall submit their proposals with the necessary information according to the ITEA rules and regulations to the ITEA Organisation. The ITEA Organisation will evaluate the proposal as being within the goals of the respective ITEA Competence(s) described in the Rainbow Book.
- VI.2. After positive evaluation the ITEA Board will give an ITEA Label to the Project. The ITEA Label is the confirmation of the ITEA Organisation that the proposed Project fits to the goals of ITEA and that the applying organisations may participate as ITEA Partners in the ITEA Program. The ITEA Label is the confirmation that the ITEA Organisation recommends the project for public funding. After this Label is awarded, the Full Proposal can be put forward for funding to the respective Subsidisers. The decision of funding is with the respective Subsidiser.
- VI.3. The ITEA Label is subject to the condition that the Project partners comply with the ITEA regulations (irrespective from the funding situation) and accept the rules laid down in the ITEA Frame Agreement by signing the Declaration of Acceptance (Annex B), in case the Project partners are not yet ITEA Partners.
- VI.4. All partners have to declare to the ITEA Organisation that a Project Co-operation Agreement has been or will be signed.

Article VII
COST OF ITEA ORGANISATION

- VII.1. The anticipated costs of the ITEA Organisation (as to be specified by the ITEA Board) shall be listed in a yearly budget subject to the approval of the ITEA Board, based on the review of the ITEA Support Group.

The costs which are covered in the approved budget shall be borne by all ITEA Partners related to the planned manpower in their labelled ITEA Projects concerning the respective year. Participating universities and partners with minor contributions (less than 5 man years per year) are exempted from the cost sharing.

Advance payments shall be fixed by the ITEA Board. Advance payments on costs, covered by the approved budgets until 31 December 1998 shall be borne by all the Signing Members as described in Annex C (to be filled in) under the proviso, that a correction will be made end 1998 on grounds of participation in labelled ITEA Projects in 1998, according to the general cost sharing rule.

- VII.2. The ITEA Office 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 ITEA 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. ITEA Board shall apply for subsidies for the costs of the ITEA Organisation at prospective Subsidisers.

Article 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 ITEA 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 until five years after the duration of this Agreement. The representatives in Executive Bodies (Art. III), the ITEA Support Group, the ITEA Office, Forums/Working Groups are obliged not to use the received information for any other purposes than performing the work within the ITEA Organisation.

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- VIII.2. This obligation as set forth in Clause 1 hereabove shall not apply to technical and business information which:
- was known to receiving Party prior to the date it was received from the disclosing Party;
 - is or later becomes publicly known or available without breach of this Agreement by receiving Party;
 - is lawfully obtained by receiving Party from a third party not under obligation of confidentiality, directly or indirectly, to the disclosing Party with respect to such information;
 - is developed independently, as evidenced by appropriate documentation, by employees or agents or subcontractors of receiving Party who have not had access to the information;
 - is disclosed pursuant to judicial order, a lawful requirement of government agency; or by operation of law, but then only to the extent so ordered; in such case receiving Party will use all reasonable endeavours to timely advise the disclosing Party prior to disclosure.
- VIII.3. Third parties within the meaning of this Article are not the Subsidiaries and Affiliated Companies, provided that these Affiliated Companies undertake to keep the same obligation as stipulated under this Article and provided that such information provided to Subsidiaries are marked as confidential.
- 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 is 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.

Article IX
INTELLECTUAL PROPERTY RIGHTS AND LICENSING

IX.1 Introduction

This Article covers the principles concerning rights and licenses with regard to the co-operation of ITEA Partners in the ITEA Program. 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.2. Ownership

IX.2.1 The Foreground shall be owned by the ITEA Partner generating it.

IX.2.2 The Foreground is to the free and unrestricted disposal of the generating ITEA Partner.

IX.3. **Access Rights for Research and Development**

IX.3.1 With regard to Foreground each of the ITEA Partners shall make available and shall grant non-exclusive, non-transferable rights and licenses

IX.3.1.1 to the other ITEA Partners participating in the same specific ITEA 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.3.1.2 to other ITEA Partners being or becoming parties to another Project within the ITEA Program, provided that:

- a) the granting of the fore mentioned rights are to be treated on a case by case basis and with the agreement of all the parties concerned (public and private)
- b) the other ITEA Partners concerned are willing to grant to the ITEA Partners equivalent rights,

on transfer conditions, to the extent that such Foreground is necessary for the execution of their own research and development work under their specific Projects and provided that, in the case of Foreground Information, suitable arrangements required by the ITEA Partner are concluded to ensure that the Information will not be used for any other purpose than that for which it was supplied.

and

IX.3.1.3 to Community RTD Undertakings (Industry, Universities, Research Centres) being parties in Community funded co-operative R&D project in Information Technology concerning domains related to those representing the main-stream of ITEA set of activities, provided that:

- a) the granting of the fore mentioned rights are to be treated on a case by case basis and with the agreement of all the parties concerned (public and private)
- b) the Community RTD Undertakings concerned are willing to grant to the ITEA Partners equivalent rights, on transfer conditions, to the extent that such Foreground is necessary for the execution of their own research and development work under their specific Projects and provided that, in the case of Foreground Information, suitable arrangements required by the ITEA

Partner are concluded to ensure that the Information will not be used for any other purpose than that for which it was supplied.

IX.3.2 With regard to Background it is understood that each of the ITEA 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 ITEA Partners to give access to their Background Information to execute a specific Project. In these cases,

IX.3.2.1 if a ITEA Partner participating in the same specific ITEA Project has to solve a particular problem in order to achieve the Project's research and development objectives, that ITEA Partner will be given access to the appropriate Background Information of the other ITEA Partners of the same specific project to the extent necessary for this purpose under transfer conditions - provided they are free to disclose such Background Information,

IX.3.2.2. if for a ITEA Partner being or becoming a party to another project within the same ITEA Competence, Background Information is necessary for R&D-performance in order to achieve such Project's objectives, a relevant ITEA Partner will favourably consider such ITEA Partner's access to its appropriate Background Information at transfer conditions, if no major business interests oppose and provided further arrangements ensure the use for such work only,

IX.3.2.3 if a Community RTD Organisation as defined and on the conditions indicated in Clause 3.1.3 or any other partner in the ITEA Program as defined in the conditions indicated in clause 3.1.3. needs for the successful completion of its own research project Background related to and necessary for the utilisation of any Foreground Information received as per Clause 3.1.3 or 3.1.2, and that applicant could not reasonably be expected either to possess already or to be in a position to obtain such information or license from other sources, relevant ITEA Partners will grant access to their appropriate Background Information or license Background Patents on favourable conditions, provided they are free to disclose such Background Information or to grant such licenses, that further arrangements ensure the use for such work only, and under the proviso that no major business interests oppose.

IX.4 **Access Rights for Exploitation and Commercialisation**

IX.4.1 With regard to Foreground each of the ITEA Partners shall make available and shall grant non-exclusive, non-transferable rights and licenses

IX.4.1.1 to the other ITEA Partners of the same specific Project on a royalty-free basis, as far as the ITEA 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.4.1.2 to other ITEA Partners being or becoming parties to another Project within the ITEA Program, as far as such Foreground has been licensed under Clause 3.1.2, on favourable conditions, and under the proviso that no major business interests of the granting ITEA Partner do oppose,

IX.4.1.3 to Community RTD Organisations as defined and on the conditions indicated in Clause 3.1.3 as far as such Foreground has been licensed under Clause 3.1.3 on favourable conditions and under the proviso that no major business interest, e.g. considering a lead-time, of the granting ITEA Partner do oppose,

IX.4.1.4 to any other third party (provided said third party and its ultimate owning or controlling company is incorporated and resident in, and subject to the law of a member of the EUREKA-countries, as stated on the 3. EUREKA Ministerial Conference in London on 30. June 1986) on commercial conditions and under the proviso that no major business interests of the granting ITEA Partner do oppose; further the ITEA Partner may refuse if the rights or licenses relate to products, or the manufacture thereof which are or are about to become commercially available.

Any licenses and user rights to be granted under this Article shall not, unless the owner of the Foreground expressly agrees, confer any right to sub-license and may be subject to appropriate undertakings as to confidentiality, but shall otherwise be unrestricted.

IX.4.2 With regard to Background rights any licenses will be granted to ITEA Partners on favourable conditions, as far as they have been licensed under Clause 3.2.1 above.

IX.5. **Proviso**

Clauses 3.1.3, 3.2.3, 4.1.3 and 4.1.4 shall become effective as of the date, the CEU undertakes to accept and to apply the rules of this Article IX by the CEU funding ITEA Projects (via Article 9, Special Conditions, Model Contract Cost Reimbursement of the Commission of the European Communities).

Article X
WARRANTY/LIABILITY

- X.1. In performance of this Agreement the ITEA 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 ITEA Partner to the others.
- X.3. The liability of the ITEA Partners against each other is restricted to wilful acts and gross negligence.

Article XI
DURATION

- XI.1. This Agreement shall come into force after having been signed by the Signing Members with effect as from October 1, 1998 and under the proviso for each of them that envisaged subsidies for participation in the ITEA Program have been or will be granted.
- XI.2. The Agreement ends automatically with the termination of the ITEA Program.
- 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.
- XI.4. If a party withdraws according to Art. XI Clause 3, the Agreement will be continued between the remaining parties.

Article 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 ITEA Rainbow Book with the wording of this Agreement the latter shall prevail.

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- XII.4. The ITEA 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 Subsidiser shall be asked to stimulate a consensus.
- XII.7. The Agreement is governed by the law of(country of the place of the ITEA Office).
- 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 non enforceability or if they had envisaged the missing point in question.

**SIGNATURE PAGE OF
ITEA FRAME AGREEMENT**

Agreed as Undersigned

1.
.....(date)

Alcatel Alsthom

2.
.....(date)

Robert Bosch GmbH

3.
.....(date)

Bull S.A.

4.
.....(date)

Philips Consumer Electronics International B.V.

5.
.....(date)

THOMSON multi media S.A.

6.
.....(date)

THOMSON CSF S.A.

7.
.....(date)

Siemens Aktiengesellschaft

8.
.....(date)

Italtel S.p.A.

9.
.....(date)

Daimler-Benz A.G.

10.
.....(date)

NOKIA Corporation