

Terms of Reference

§ 1

GENERAL

(1) **Photronics21** is a European Technology Platform as described in the Report EUR 21265 by the Commission Inter-Service Group on Technology Platforms of the European Commission¹. It is a voluntary informal and unincorporated association of stakeholders in the field of photonics in Europe, primarily industrial enterprises, research institutions and other organisations and legal entities, working at the industrial-scientific interface.

(2) **Photronics21** has been founded on 1st December 2005 in Brussels through the formation of the initial Board of Stakeholders (BoS), at that time composed of 62 individual members from leading organisations directly or indirectly involved with photonics research and development in Europe.

(3) **Photronics21** is not registered as an independent legal entity. No individual, no group of individuals and no legal entity may engage in legal or financial transactions or responsibilities on behalf of **Photronics21**, nor may **Photronics21** or any of its members be held responsible or liable for any such activities. **Photronics21** holds no assets or possessions of any kind.

(4) Members of **Photronics21** or of its bodies act on voluntary basis and are not entitled to financial compensation for their activities from **Photronics21**.

(5) On November 21, 2013 the “Photronics21 Association IVZW”, an international non-profit association under Belgian law has been established with the purpose to enter into the PPP Contract, to execute this PPP Contract and to promote R&D in the Photonics industry in order to strengthen the Photonics industry in the European Union, to foster technology skills in Europe by attracting students and to increase the competitiveness of the European industry by providing new tools and capabilities for manufacturing in Europe.

¹



§ 2

DEFINITIONS

"Affiliation" shall mean the company, institute, university or other organisation, either employing a Photronics21 member and/or a BoS Representative and/or an EB Member, or, in case such employment relation does not exist, having a Photronics21/BoS/EB member representing it in Photronics21.

"Association" shall mean the international non-profit association under Belgian law; "Photronics21 Association IVZW" established on November 21, 2013.

"BoS" shall have the meaning assigned to it in § 5.

"BoS Member" shall mean a member of the BoS.

"BoS Representative" shall have the meaning assigned to it in § 5 (3).

"Core Programme Steering Board or "CPSB" shall have the meaning assigned to it in § 6b.

"CPSB Member" shall mean a member of the CPSB.

"Election Date" shall have the meaning assigned to it in §5(6) a).

"Executive Board" or "EB" shall have the meaning assigned to it in § 6.

"Members Agreement", shall mean the agreement executed by the Members of the Association,

"Group" shall mean either an Affiliation, or, if more than one Affiliation is controlled by a group of companies, institutes or other organisation: such group of companies, institutes of other organisations, where "to control" means having the power, whether or not normally exercised, to direct the management and affairs of another corporation or other legal entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise. In the case of a corporation, to have the direct or indirect ownership of more than fifty per cent (50%) of its outstanding share capital shall in any case be deemed to confer "to control".

"Member of the Association", shall mean a member of the Association in accordance with the Members Agreement and the Statutes of the Association.

"National and Regional Advisory Group" shall have the meaning assigned to it in § 10.

"Photronics21" has the meaning assigned to it in §1(1).

"Photronics21 member" shall mean any participant in Photronics21, as further defined in Article§ 7 (1).

"Photronics21 Secretariat" shall have the meaning assigned to it in § 5.

"President" means the chairperson of the Executive Board, as further described in § 6(5).

"Terms of Reference" shall mean this present document, including its Annexes, as adopted by the BoS in its present form on October 14, 2013 and as further amended by decision of the BoS in accordance with the provisions of § 5 (1).

"Service Agreement" means the service agreement between a BoS Member and the Association, for the services to be rendered by the Association to the interest of Photronics 21 and to all its participants and bodies, in the form attached hereto as **Annex 1**.

"Service Fee" shall have the meaning assigned to it in § 5 (10).

"SIG" shall have the meaning assigned to it in §7 (1)

"Work Group" shall have the meaning assigned to it in § 8. A distinction shall be made between an A Work Group, being an application-oriented Work Group, and a C Work group, being a core Work Group.

"Workgroup Member" shall have the meaning assigned to it in § 8(3).



§ 3

MISSION

(1) The mission of the European Technology Platform **Photronics21** is the concerted strategic planning, the coordination and the facilitation of photonics industrial and research activities in Europe, encompassing education, basic research, applied research, development, manufacturing and application.

(2) To this end, **Photronics21** will determine common industrial, scientific, technical, political, social and economic objectives and agree on actions to be taken in order to achieve them.

(3) These objectives and actions are reflected in a Strategic Research and Innovation Agenda (“**SRIA**”) and the prioritisation within such SRIA, which are formed and decided upon within Photronics21 in accordance with the decision making process as set out in **Annex 2** to these Terms of Reference. This process may be changed from time to time upon approval by the BoS.

§ 4

ORGANISATION

(1) **Photronics21** is composed of the following bodies:

- The Board of Stakeholders (BoS)
- The Executive Board (EB)
- The Core Programme Steering Board (CPSB)
- The Work Groups. A distinction shall be made between
 - A-Work Groups or A-WGs, being Application-oriented Work Groups, and
 - The C-Work Group or C WG, being the Core Work Group.

of which the constitution, function, responsibilities, internal way of working, position in the governance of **Photronics21**, and, if applicable, the election and appointment, are set out in paragraphs 6 -8.

§ 5

BOARD OF STAKEHOLDERS

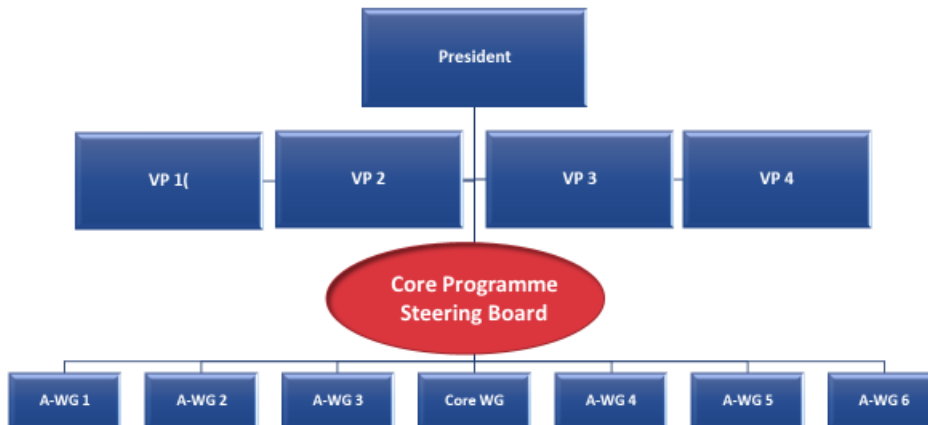
(1) The Board of Stakeholders (BoS) is the main decision-making body of the platform. In particular, the BoS bears responsibility for:

- the decision on all matters related to **Photronics21**, unless such decision is allocated to another body as stated within these Terms of Reference;
- defining, pursuing and implementing the objectives of **Photronics21** in accordance with its mission;
- establishing or discontinuing Work Groups and appointing the Work Group Chairs;
- appointing the other Executive Board members, in accordance with §6(2);

- excluding BoS Members in accordance with §5(9) of these Terms of Reference;
- receiving and approving the annual activity report from the President, including the activities of the Vice Presidents, the Executive Board, the Core Programme Steering Board, the A-WG and C-WG Work Groups and the Photonics21 Secretariat;
- all necessary decisions on Photonics21 Membership issues;
- approving the yearly Service Fee proposed by the EB;
- excluding Photonics21 members in accordance with §7(4) and §5(9) and
- changing these Terms of Reference

(2) BoS Members can only be companies, institutes, universities and other organisations that either are Photonics21 members or employ a Photonics21 member.

Photronics Partnership Future Structure Decision making Bodies on the Executive Level



14

(3)

a) Each BoS Member shall have a representative to act, speak and vote on behalf of it in the BoS meetings and otherwise in relation to the tasks of the BoS set out herein, with the endorsement of the BoS Member, hereinafter referred to as “**BoS Representatives**”. The BoS Member is the Affiliation of such BoS Representative. A BoS Member cannot have more than one BoS Representative, unless the BoS Member represents more than one independent branch, application field and/or field of technology and two or more BoS Representatives can each substantially contribute to the mission and strategy of **Photronics21** in two or equally more different Work Groups, in which case such BoS Member may have equally more BoS Representatives, if approved upon by the Executive Board, as based on these criteria. In such case the BoS Member will also have equally more votes in BoS meetings.



Not more than one Affiliation within a Group can be a BoS Member, unless two or more Affiliations represent more than one independent branch, application field and/or field of technology, in which case the Executive Board will approve an additional Affiliation with its candidate BoS Representative to take part in the BoS election, described in §5(6) below.

b) Each BoS Member enters into a Service Agreement with the Association.

(4) The BoS Members commit themselves to taking an active part in the endeavors of **Photronics21**, to comply with the responsibilities of the BoS and with the Terms of Reference and to have their BoS Representatives to use their best effort to attend all meetings of the BoS. In the case of being unable to be represented, a BoS Member may transfer the vote by proxy to another BoS Representative or to another qualified replacement representative, upon written prior notice to the Photronics21 Secretariat. Notwithstanding the foregoing a BoS Representative should attend at least 50% of the yearly meetings of the BoS personally unless on severe causes on which the Executive Board decides. In case a BoS Representative has not been present, either in person or represented through proxy, in two consecutive meetings of the BoS, its Affiliation (the BoS Member) will, unless absence was due to special circumstances, be assumed to have resigned from the BoS of which written notice will be given by the President. In case such assumption is not accepted by the relevant BoS Member, it can object to the exclusion and explain its position to the Executive Board who may reconsider. In case the Executive Board does not change its decision, the relevant BoS Member can appeal with the BoS who shall have the final decision on such membership.

(5) BoS Members are elected in accordance with § 5(6) under the condition that the majority of the BoS Members shall, at any time, represent industry and/or industrial organisations, respectively, and the total size of the BoS does not exceed 100 members.

(6) Election of BoS Members

a) At least once a year, in the last quarter of each calendar year, there will be held an election for new BoS Members. The EB will determine the date of the election ("**Election Date**") and all Photronics21 members will receive notice of the Election Date at least three months in advance, including the number of vacancies available. Furthermore, election of BoS Members may not result in more than 30 (thirty) BoS Members from the same country and at least 50 %the majority of the BoS Members should represent industry and/or industrial organisations.

b) No later than 45 days before the Election Date new candidates can be proposed with a letter of nomination to the Photronics21 Secretariat. A candidate nomination will always contain the name of the candidate organisation together with its proposed BoS Representative and voting on a candidate implies voting on this combination. A letter proposing a candidate, shall be in



English and shall contain a description of the activities of, and information about the added value and contribution to the BoS by both the nominated BoS Member and the BoS Representative.

c) Per election each PhotonicS21 member has one vote, it being understood, however, that only one vote per each Affiliation can be cast, regardless of how many PhotonicS21 members the Affiliation employs. It is the responsibility of each Affiliation to organise that the correct vote is cast on behalf of all the PhotonicS21 members it employs. New PhotonicS21 members cannot vote in a BoS Member election, unless they have submitted their application to become a PhotonicS21 member at least 45 days prior to the Election Date.

d) Voting will take place electronically, through a web-based election tool. A vote can only be cast during the period of two weeks prior to the Election Date and on the Election Date itself. No later than four weeks before the Election Date, the PhotonicS21 Secretariat will send the list of BoS candidates and the information received in that respect under sub-paragraph b) above, to each PhotonicS21 member or, as the case may be, Affiliation, allowed to vote in accordance with sub-paragraph c) above, containing a login name and password for casting that particular vote ("Voting Notice") The Voting Notice will also inform the recipients on the date when the election tool is open for voting.

e) The candidates with the most votes will be considered elected until the total of the vacancies is reached.

- i. In case two or more candidate combinations receive an equal amount of votes and allowing all these candidates to be elected would cause the total numbers of vacancies to be exceeded, all these candidate combinations shall be considered to be elected.
- ii. In case two or more candidate combinations receive an equal amount of votes, and allowing all these candidates to be elected would cause the total number of BoS Members from one country to exceed 30, the EB will draw lots between these candidates, in order to admit such number of candidates that the total number of 30 is exactly reached.
- iii. In case two or more candidate combinations, not representing industry and/or industrial organisations, receive an equal amount of votes, and allowing all these candidates to be elected would cause the total number of BoS Members not representing industry and/or industrial organisations to become 50% or more of the total number of BoS Members, the EB will draw lots between these candidates, in order to admit such number of candidates that the total number of BoS Members not representing industry and/or industrial organisations will be one less than 50%.

(7) In general, when selecting new candidate BoS Members and their BoS Representatives to the BoS, the PhotonicS21 members take into account the following:

- a. the relevance of the candidate for pursuing and achieving the objectives of **PhotonicS21** and the current and potential future contribution of the candidate combination to the total platform or to the individual Work Groups, and/or the skills they would bring to enhance the BoS;



- b. The Chairmen of the A-Work Groups will include as candidates, special interest groups of consumers and end user industries, European cluster organisations and/or other entities being stakeholders in development in the field of photonics in Europe;
- c. The Chairman of the C-Work Groups will endeavor to include as candidates, special interest groups of consumers and end user industries, European cluster organisations and/or other entities being stakeholders in development in the field of photonics in Europe.

(8) A BoS Member is elected for a period of four years, from one Election Date to the Election Date four years thereafter. However, in case a BoS Member employs an EB member, the BoS Member shall continue its position until its employee is no longer an EB member or until the end of the four years period, whichever comes latest, unless the BoS Membership has ended for another cause or reason. Immediate re-election after the end of the four years period is possible.

a) BoS membership ends

- i. per the end of the four-year period referred to above, unless the BoS Member is re-elected immediately,
- ii. by a written notice of resignation by the BoS Member to the President,
- iii. by a written notice of the President to the BoS Member, or, as the case may be, by a subsequent decision of exclusion by the BoS, in accordance with §5(4),
- iv. in case the BoS Member and its BoS Representative no longer fulfil the criteria to be a Photonics21 member, to be established by the EB, or in case the BoS Member enters the state of bankruptcy or suspension of payment, or
- v. by exclusion in accordance with §5(9).

b) In case the BoS Representative of a BoS Member (or all of them in case of § 5(3) a) last sentence) is no longer employed by the BoS Member, the BoS Member can appoint a successor BoS Representative who will be in position until the next BoS election to follow, at which point in time the BoS Membership ends with possibility of re-election.

c) When BoS Membership ends for a BoS Member, the position of its BoS Representative(s) also ends.

(9) Exclusion from BoS Membership is possible on the basis of a “Severe Cause”. Severe Cause includes, but is not limited to violation by a BoS Member or its BoS Representative of the regulations of these Terms of Reference, material breach by a BoS Member under the Service Agreement, activities against the mission of **Photronics21**, and any actions or activities that impair the public standing of **Photronics21**. A BoS Member can be excluded with immediate effect through written notice from the President, in case of a Severe Cause that cannot be remedied, or, if remediable, is not remedied by the pertaining BoS Member within 30 days, or any other reasonable term given, after written notice to that effect from the President, followed by a decision to exclude such BoS Member, taken by at least a majority of three quarters of the EB Members. The BoS Member subject to the decision to exclude cannot be part of the discussions and voting and will not be taken into account for the quorum requirements. Such BoS Member has the right to appeal against this decision at the first upcoming BoS meeting, subject to an appeal notice to the Photonics21 Secretariat at least three days prior to such BoS meeting. The decision of the BoS meeting requires a majority of two thirds of the BoS Members present or represented by proxy and shall be final.

(10) Service Fee to the Association:

- a. In the second half of each year, the EB will propose the service fee (“**Service Fee**”) to be paid in the next year by each BoS Member to the Association under the Service Agreement, except for such BoS Members that employ an EB member.
- b. Once approved by the BoS, all BoS Members are bound by this decision, it being understood that if a BoS Member, who voted against such decision, resigns from its position within four weeks after such decision is taken, the Service Fee will not apply to the BoS Member so resigning.
- c. In case a BoS Member has more than one BoS Representative in accordance with § 5(3), it shall pay the Service Fee one time per each of its BoS Representatives.

(11) Meetings of the Board of Stakeholders will be held once a year upon invitation of all BoS Members by the President, or so much more frequent as the President or at least 15% of the BoS Members deem necessary. Any convocation of a meeting of the BoS shall take place at least three weeks before such meeting is held and shall include the agenda of such meeting. Decisions of the BoS are made at these meetings and require the presence or representation of more than the half of the BoS Members (quorum) unless otherwise stated herein. Decisions of the BoS are taken by simple majority votes of the BoS Members represented unless otherwise stated herein. An abstention or an invalid vote is not taking into account for calculating the majority. Each BoS Representative, including the President, has one vote.

(12) Decisions by the BoS may also be taken through electronic means, such as e-mail, on-line voting and the like or in writing.

§ 6

EXECUTIVE BOARD

(1) The Executive Board is the managing body of **Photronics21**. The EB is responsible for the coordination and execution of the operations of **Photronics21**, for the preparation and the implementation of the decisions of the BoS and for the external representation of **Photronics21**.

(2) The EB is composed of the **President**, four **Vice-Presidents**, **A-Work Group (WG) Chairs** and the **C-Work Group Chair**. The EB will be appointed by the BoS. At least one representative of the Photronics21 Secretariat will be delegated as non-voting attendant of the EB meetings. Each BoS Member can propose candidates for the EB. Candidates for the function of President, Vice-President and Work Group Chair shall be appointed in such function by the BoS. A candidate EB member for the function of Work Group Chair shall have a high level of expertise and experience in the field of the pertaining Work Group and shall be a participant of such Work Group at the time of its nomination.

(3)

a) The members of the EB shall be appointed by the BoS for a period of four years, with immediate re- appointment being possible. Appointment of an EB member can only take place if the BoS Member, that nominates the candidate EB member, accepts to become a Member of the Association and a Party to the Members Agreement, and to comply with all obligations attached to being a Member of the Association, as set out in the articles of association of the Association and the Members Agreement.

b) Such acceptance by the Affiliation shall be put in writing through execution of a standard document, substantially in the form, attached hereto as **Annex 3**, prior to the voting on the pertaining candidate EB member.

c) In case an Affiliation of an EB member does not accede to the Members Agreement within one month after the appointment of such EB member, or no longer is a Member of the Association whether through withdrawal, termination or exclusion in accordance with the Statutes of the Association, or as a consequence of termination of its position as BoS Member, this EB member shall be deemed to have resigned immediately.

d) A BoS Representative that is appointed in the EB, retains its position as BoS Representative and its right to cast one vote in meetings of the BoS.

e) A BoS Representative that is appointed in the EB automatically retains its position as BoS representative for the period of the Executive Board election period of 4years.

(4) The EB reports to the BoS at least twice a year during a BoS meeting.

(5) The EB is chaired by the **President**. The President is the official representative of **Photonics21**. He or she acts in this capacity in accordance with the rules set by the BoS and reports regularly to the BoS about his/her activities. The President may appoint one of the Vice Presidents as his/her substitute on single occasions.

(6) The EB may establish its own rules and procedures.

The President of the EB will also be the Chairperson of the Board of the Association.

§ 6 b Core Program Steering Board (CPSB)

(1) The CPSB will be composed of the Chairs of the A-Work Groups and the C-Work Groups and their nominated deputies.

(2) The CPSB will act as advisory committee with the following tasks

- prepare and steer the prioritization process as an intermediate between the Work Groups and the Executive Board
- discuss and prioritize the proposals from the Work Groups and secure that the focus and synergy principles of funding topics are applied. The main principle is that finally chosen topics need to serve either multiple application areas of strategic importance and/or major markets
- submit a list of priority proposals for the final consideration to the Executive Board. In case the CPSB does not agree unanimously upon the list to be submitted, the Executive Board will have the final decision.

§ 7

PHOTONICS21 MEMBERSHIP

(1) The Photonics21 Membership forms the basis of **Photonics21**. Membership in **Photonics21** is open to all individuals, companies, institutes universities and other organisations concerned with, and active in, research and innovation in the field of photonics and its strategic value chains in Europe on a professional basis, as well as to representatives of special interest groups of consumers, end user industries, European cluster organisations and/or other European entities, being stakeholders in the development in the field of photonics in Europe (hereafter “**SIG**”).

(2) Membership can be obtained by submitting an application².

(3) Membership is for an undefined period of time. It ends by a written notice of resignation by the member to the Photonics21 Secretariat. Membership also ends by death, in case the Photonics21 member no longer fulfils the criteria to be a Photonics21 member, to be established by the Executive Board, or in case it enters the state of bankruptcy or suspension of payment, or by exclusion.

(4) Exclusion from membership is possible on the basis of severe cause. To a matter of severe clause §5 (9) will apply mutatis mutandis for **Photonics21** members, it being understood that the initial decision to exclude the Photonics21 member is taken by the Executive Board.

(5) Membership of **Photonics21** is free of charge. Members shall bear their own expenses arising from their participation in **Photonics21** activities.

(6) Photonics21 members contribute to the mission and to the activities of Photonics21. This is done by participating in the Work Groups. Each Photonics21 member should participate in at least one A Work Group and may participate in up to two A Work Groups and/or the C Work Group. However, representatives of SIGs can be assigned to more than two Work Groups upon request. In addition, Photonics21 members gain access to the restricted member area of the **Photonics21** website and receive relevant information on strategies, collaboration projects, funding opportunities, and others.

(7) Assemblies of the Photonics21 membership will generally be held at least on a two-yearly basis upon invitation by the President.

(8) When submitting their membership application the applicant will indicate the Work Group(s) of their preference and agree to have their names and, if applicable, affiliation listed, and in general agree with and, to the extent relevant, will comply with, all provisions of these Terms of Reference. Each Photonics21 member has to provide an e-mail address. This e-mail address will not be published on the publicly available list of Photonics21 members.

² e.g. using the online form on the **Photonics21** website www.photonics21.org.

§ 8

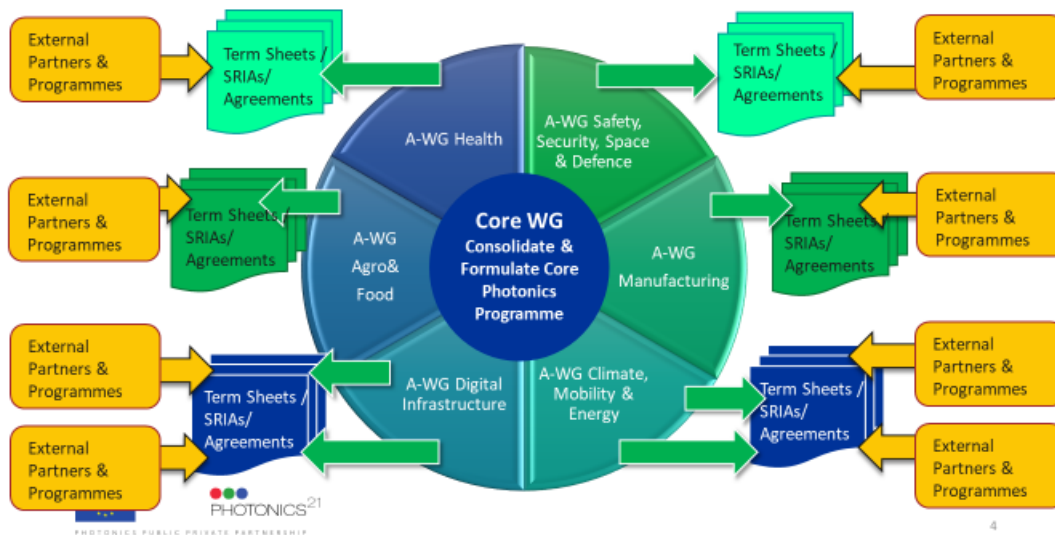
WORK GROUPS

(1) The Work Groups (WGs) of **Photonics21** are the main centers of activities within Photonics21. They focus on application-oriented, cross-disciplinary issues and on specific tasks. Work Groups can be established or discontinued by the Board of Stakeholders.

1.1. Photonics21 runs 2 types of Work Groups: The Application oriented Work Groups (A-WGs) and the Core Work Group (C-WG).

1.1.1. The A-Work Groups focus on defining Application oriented Strategic Roadmaps together with other partnerships/programs. The decision on such joint strategic roadmaps will be taken in a 2-step decision-making process. The respective A-Working Group Chair and his/her deputy are asked to fill in a 2-page term sheet defining objectives, targets, duration and exit scenarios for the envisaged partnership. This 2-page term-sheet will be provided to the Executive Board, who finally decides on basis of the 2-page term sheet on the continuation of the joint efforts which in consequence should lead to an MoU/contract with the partner(s) / programs.

2-step process for A-WGs: Defining Application Programs and Seeking Partners Link to external Shareholders via 1) Term Sheets and 2) SRIA & Contracts



1.1.2. The Core Working Group has the following tasks:

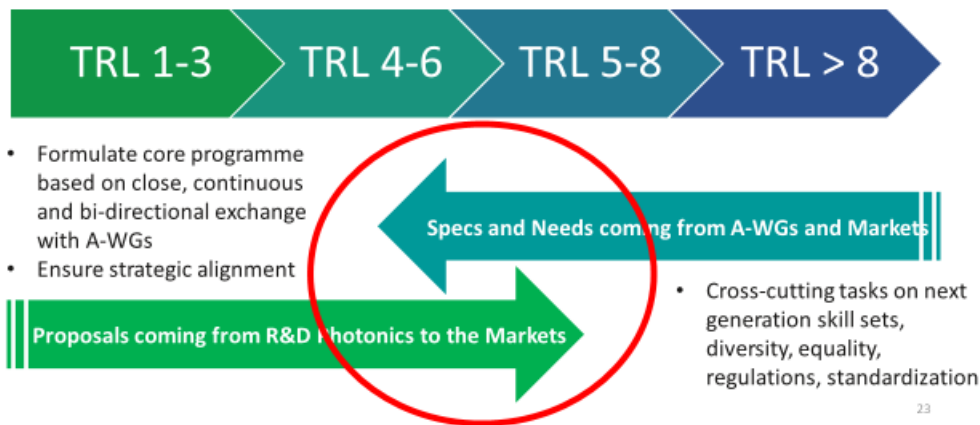
- Collecting and consolidating the content of the A-WG Chairs input (from upstream)
- Seeking additional internal/downstream input from Photonics community and other experts;
- Formulate a Core Photonics Programme – 2 stage process along the TRL levels: In addition to the input coming from the AWGs in higher TRL levels – it foresees also a programme input from Photonics Community on earlier TRL levels (see graphics).

Core WG Tasks and Input (Push & Pull)

In addition to the input coming from the AWGs in higher TRL levels – foresee Photonics programme input from Photonics Community on earlier TRL levels

Overlap of Input coming Upstream from A-WG and Industry – and Input Downstream from R+I towards the applications and markets

Principles: Multiple applications, strategic importance



1.2. The composition of a Work Group will be established under the responsibility of its Chairperson (WG Chair), who is member of the Executive Board. Each Work Group Chair nominates at least one deputy who can act as Proxy in the various committees.

1.3. The roles and tasks of the Work Group Chairs comprise the following:

WG Chair for the Photonics Core (C-WG):

- Ensuring strategic alignment with the overall EU objectives/EU Landscape;
- Organizing for close, continuous and bi-directional exchange of input with A-Work Groups and the C-Work Group;
- Initiate, moderate strategic roadmapping and priority processes of the PPP;
- Involving broad communities/stakeholders in the consultation/decision making process;
- Secure that the C-Work Group has a clear focus on Photonics R+I areas with multiple usage;
- Discuss the cross-cutting core tasks for next generations skill sets, diversity, equality, regulation and standardization;
- Watch/report and deliver of the respective KPIs.

WG Chair for the Photonics Application driven WGs (A-WGs):

- Ensuring strategic alignment with the overall EU objectives/EU Landscape;
- Act as ambassadors seeking and co-working with the future collaboration partners along the value chain;
- Formulate binding MoUs/LOIs and closely involve/integrate other partnerships in the A-WGs;
- Secure close cooperation/exchange with C-WG;
- Define strategic roadmaps for the A-WG Area as foundation for co-working and joint calls;
- Define the specs/needs for the specific Application Areas to submit/discuss in C-WG;
- Discuss the cross-cutting core tasks for next generations skill sets, diversity, equality, regulation and standardization;
- Watch/report and deliver of the respective KPIs.

(2) The Work Group meetings will take place in a sequence that allows the Photonics21 members to attend more than one Work Group. Specifically, the Core WG meetings will be separated from the A-WG meetings.

§ 9

PHOTONICS21 SECRETARIAT

(1) The BoS has established an office for the Technology Platform, the “**Photonics21 Secretariat**”, which shall provide organisational and operational support to the Association, the BoS, to the EB, WGs and the CPSB. The Photonics21 Secretariat acts on behalf of and reports to the EB.

(2) The Photonics21 Secretariat in particular provides the following support and services:

- managing all matters related to membership and administration of the platform,
- organising platform meetings and meetings of the BoS, CPSB and the EB
- organise BoS Member and EB member elections,
- collecting and distributing information,
- collecting Service Fees, or, as the case may be membership fees, from the BoS Member upon request from the Association.
- conducting and coordinating publications of the platform,
- acting as an internal and external contact point and
- maintaining the technology platform’s website, social media and
- taking minutes of the meetings of the BoS and the EB

(3) The Photonics21 Secretariat shall have access to all necessary information related to its operation. The Photonics21 Secretariat may set up its own rules and regulations which require approval from the Executive Board. Each amendment to these rules will require the approval of the Executive Board.

(4) The person(s) or the entity operating the Photonics21 Secretariat shall be appointed by the BoS every four years.

§ 10

**National and Regional
Advisory Group**

- (1) A National and Regional Advisory Group composed of representatives from relevant public authorities may be established.
- (2) The National and Regional Advisory Group shall inform and advise the BoS and the EB regarding political issues and objectives and governmental activities at regional, national and European level. Moreover, the National and Regional Advisory Group may take up recommendations developed by Photonics21 and support their implementation.
- (3) The National and Regional Advisory Group may establish its own rules and procedures.

§11

COMPLIANCE

- (1) In the execution of the activities related to Photonics21 all Photonics21 members, whether or not in the position of Work Group member, BoS Representative Core Steering Board member or EB member, shall adhere to all laws and regulations applicable to both themselves, Photonics21, the Association and the commercial relationship with the other Photonics21 members, including, but not limited to, criminal law, competition laws and export control laws, and shall refrain from all practices which may lead to penal liability due to fraud, crimes in violation of competition laws, bribery or other corruption crimes. Any verifiable violation of the above, by a Photonics21 member will be regarded as a Severe Cause.

§ 12

CONCLUDING CLAUSE

- (1) These Terms of Reference have been amended and adopted to its present form by the Board of Stakeholders during a BoS meeting held on via electronic means and are in effect from that date on.
- (2) Decisions regarding amendments of these Terms of Reference shall be taken with a majority of at least two-third of the BoS Members present or represented by proxy.

Annexes:

Annex 1: Service Agreement

Annex 2: Decision making processes for Term-Sheets and Strategic Research and Innovation Agendas and MoUs with Partners

Annex 3: Statement candidate EB member Affiliation

Annex 1: Service Agreement

Between:

The Association: Photonics21 Association, with registered office at , in , hereinafter “**the Association**”,

and

....., with registered office at , in , hereinafter “**BoS Member**”

Agree as follows:

- 1) All terms used herein with initial capital shall have the meaning assigned to them in the Terms of Reference of the European Technology Platform Photonics21, which is known by both parties hereto.
- 2) The Association provides and will provide various services to BoS Member and to all other BoS Members, as well as to Photonics21 and its Photonics21 members, the Work Groups, the BoS and the EB, with the purpose to promote R&D in the Photonics industry in order to strengthen the Photonics industry and its strategic value chain partners in the European Union and thereby acting in the interest of Photonics21.
- 3) For these services, each year the BoS Member will pay a Service Fee, the amount of which shall each year be established by the BoS at the proposal of the EB. However, if, and as long as, the BoS Member employs an EB Member, it does not pay the Service Fee.
- 4) The BoS Member shall receive an invoice from the Association for the Service Fee, sent by the Photonics21 Secretariat, which invoice shall be paid within 30 days after the date of such invoice.
- 5) If the BoS Member does not agree with the decision by the BoS regarding the Service Fee and voted against it, and resigns from its position as BoS Member within one month after such decision is taken, the BoS Member is not obliged to pay the Service Fee and consequently this Service Agreement ends per the date of the BoS Member’s resignation.

Agreed by and signed on behalf of:

Association Photonics21

[name BoS Member]



Name:

Function:

Date:

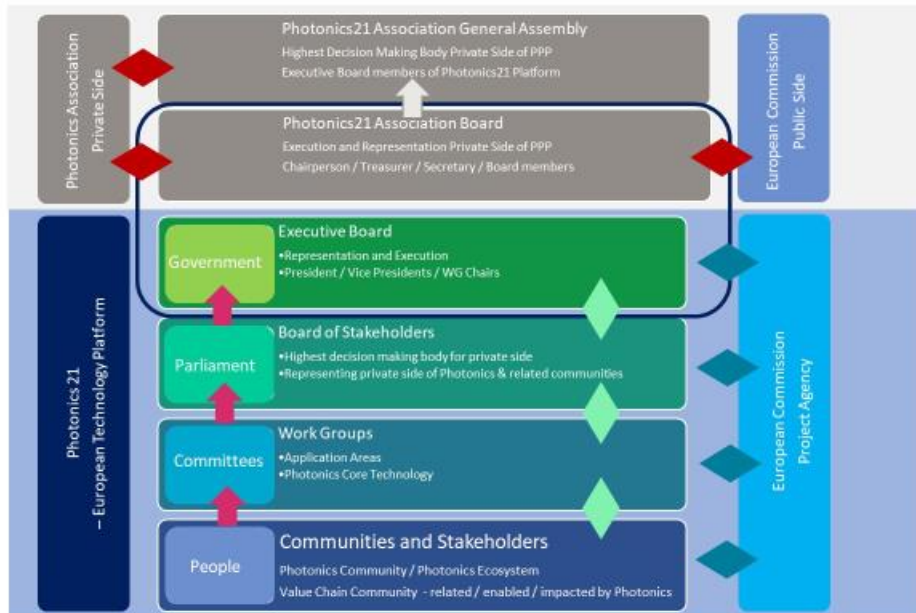
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Annex 2: Decision making processes for Term-Sheets and Strategic Research and Innovation Agendas and MoUs with Partners

Photonics21 and Photonics PPP – Principal Governance Structure



Photonics21 consists of three organisational layers with following roles and tasks:

- The **Work Groups (WGs)** – both the **A-WGs** and **C – WG** are the major source of strategy development within the Photonics21.
- The **Board of Stakeholders (BoS)** reviews the outcomes of the work group strategy and votes on the overall priorities and focus of the PPP.
- The **Core Program Steering Board** is the main advisory committee to prepare and steer the prioritization process as an intermediate between the Work Groups and the Executive Board . It discusses and prioritize the proposals from the Work Groups and secure that the focus and synergy principles of funding topics are applied which foresee that finally chosen topics need to serve either multiple application areas of strategic importance and/or major markets
- The **Executive Board (EB)** executes the decisions of the Board of Stakeholders - through the PPP association - and will be the mouthpiece of the ETP towards the European Commission in the PPP.

Work Groups (People) Work on Photonics PPP: Strategy Development by a Strategic Multiannual Roadmap for the Core Photonics Sector as well as 2-Page-Term Sheets and Strategic Research and Innovation Agendas with other partners and programs in the A-WGs – as well as subsequently on the

drafts for the priority lists of the Horizon Europe Work Programmes to be submitted and consolidated by the Core Programme Steering Board and decided by the Executive Board.

The Photonics21 ETP membership forms the basis of the Photonics21 PPP. Membership in the ETP Photonics21 will continue to be on a personal basis and open to all concerned with and active in research, innovation and manufacturing in the field of photonics and its value chain partners in Europe on a professional basis. This also includes end user industries and European and regional cluster organisations as well as national technology platforms and relevant associations. Each member is assigned at least one WG according to his/her preference. Thus, all strategic issues to be addressed in the PPP will originate from the members active in the Workgroups.

The Photonics21 A WGs each draft -their 2-page Term sheets with the partners as well as the multiannual strategy documents for consideration in the PPP.

The Photonics Core WG task is to collect and consolidate the content of the A-WG Chairs input (from upstream) by seeking additional internal/downstream input from Photonics community and other experts and subsequently formulate a Core Photonics Programme in a 2 stage process along the TRL levels: In addition to the input coming from the AWGs in higher TRL levels – it foresees also a programme input from Photonics Community on earlier TRL levels (see graphics)

- (1) The Core Program Steering Board is the main advisory committee to prepare and steer the prioritization process as an intermediate between the Work Groups and the Executive Board.
- (2) It discusses and prioritize the proposals from the Work Groups and secure that the focus and synergy principles of funding topics are applied which foresee that finally chosen topics need to serve either multiple application areas of strategic importance and/or major markets.
- (3) CPSB consists of the A-WG Chairs, the Core WG Chair and their deputies.
- (4) CPSB can foresee consultations with internal and external experts on selected topics to support their valuation.
- (5) CPSB presents a list of priorities for the final consideration and, if necessary, conflict resolution by the Executive Board.

Subsequently, the EB decides on a Priority List which finally will be presented as a package to the BoS for final decision.

Board of Stakeholders (Parliament): Prioritization and Decision Making

The respective strategic research and innovation priorities list for the PPP are finally reviewed (by vote, if needed) by the Photonics21 Board of Stakeholders (BoS). The BoS also agrees on basis of the 2-page term sheet on the partners chosen by the A-WGs and finally agrees on the MoUs.

Principle Photonics PPP - Priority Setting & Decision Process for SRIA and Call Topics – seek always early on feed-back from public side



Executive Board (Government): Execution

The Photonics21 Executive Board (EB), democratically elected by the BoS Members for a period of four years, is preparing and executing the decisions of the Board of Stakeholders and builds the strategic link between the BoS, the CPSB and the A-WGs and C-WGs.

Annex 3: Statement candidate EB member Affiliation

The undersigned,, with registered office at,
in, hereafter “BoS Member”, herewith states that:

- 1) it is aware that its BoS Representative,<name> (“the Candidate”), is a candidate EB member and
- 2) if the Candidate is appointed as EB member, the BoS Member shall accede to the Members Agreement, the content of which is known to it, in accordance with the relevant provisions thereof, and become a Member of the Photonics21 Association, and comply with all obligations connected thereto.

Signed on behalf of<name BoS Member>

Name:

Function:

Date: