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PHABULO_μS

Pilot-line providing highly advanced & robust manufacturing technology for optical free-form μ -structures

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= Deliverable D1.3 = PHABULOUS Pilot Line Front Office (PLFO) created as single-entry point for customers

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Executive Summary

Deliverable D1.3 “*PHABULOUS Pilot Line Front Office (PLFO) created as single-entry point for customers*” reports on the founding of the **PHABULOuS Pilot Line Association as an independent legal entity represented by the Pilot Line Front Office (PLFO)** as well as on its management structure.

The PHABULOuS Pilot Line Association was established as a non-profit making association on October 19th, 2020, when the first Association General Assembly (AGA) and Executive Board Meeting (EBM) were held. The Association is an independent legal entity with legal capacity, which, according to Swiss law, is **governed by the bylaws signed by its thirteen (13) Founding Members.**

The Association is domiciled in Neuchâtel, Switzerland, where it was **registered at the Commercial Register on December 10th, 2020.**

Finally, **the registration of the PHABULOuS Pilot Line Association on the EC Funding & Tenders portal was requested on November 18th, 2020,** with the attribution of the Participant Identification Code (PIC) n. 892256053. **The documents required for the registration validation were eventually uploaded on December 14th, 2020.**

This latter process was functional to the **opening of a Grant Agreement amendment session on December 4th, 2020,** which will aim to establish the PHABULOuS Pilot Line Association as the 20th partner of the PHABULOuS project with the consequent transfer of the budget planned for running the operation of the PLFO.

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1. Introduction

Deliverable D1.3 “*PHABULOUS Pilot Line Front Office (PLFO) created as single-entry point for customers*” reports on the founding of the **PHABULOUS Pilot Line Association as an independent legal entity represented by the Pilot Line Front Office (PLFO)** as well as on its management structure. This deliverable is related to the following tasks:

T1.2 “*Definition of the internal processes of the PHABULOUS pilot line*”, which aims to set the guidelines for uniform and effective internal processes within the PHABULOUS pilot line, in order to ensure high quality production services and excellent customer experience. To this extent, based on the Memorandum of Understanding (MoU) signed in the proposal phase, the PHABULOUS Pilot Line Association was founded as an independent legal entity and its bylaws were signed by the Founding Members. The latter bylaws define in particular

- the purpose of the Association
- the management structure
- the creation of the PLFO as a unique one-stop shop representing the official entry point for the whole PHABULOUS Pilot Line Association
- the membership rules for the ordinary members of the PHABULOUS pilot line (including potential new members)
- the basic internal principles for the management of customer requests, including the general framework to define the service offers by the pilot line members

Task T1.3 “*Customer relations*”, which aims to establish the PLFO as the single-entry point, which will lead the interactions with customers

- set the methods for tendering to enable efficient customer-driven decision making
- propose a single contact point among the pilot line members during the execution of the requested pilot line services to insure customer support, progress monitoring and final customer satisfaction.

Task T1.4 “*Legal framework of the PHABULOUS pilot line*”, which deals with the legal activities required to put the PHABULOUS pilot line into operation. Boundary conditions for the activities were pre-negotiated among the Founding Members of the PHABULOUS Pilot Line Association and are contained in the MoU that served as basis for its bylaws. In particular, this task aims to implement the legal conditions and constraints that may apply for either private or public funded partners that aim to become members of the PHABULOUS Pilot Line Association

- establish the PHABULOUS Pilot Line Association as an independent legal entity represented by PLFO
- mandate and hire personnel for operating/managing the pilot line (Managing Director and Technical Director) and for marketing/customer relations (Sales Manager), respectively
- define the modus of membership of the technology providers and contractual modus of execution of pilot line services executed by the pilot line members on duty of the pilot line

To this extent, the bylaws of the PHABULOUS Pilot Line Association were established and signed by all Founding Members as the fundamental legal document setting the membership and collaboration agreement that governs the relationship between the PHABULOUS legal entity (Association) and each member.

As final aim of D1.3, **the PHABULOUS Pilot Line Association was created as a non-profit making association since October 19th, 2020, when the first Association General Assembly (AGA) and Executive Board Meeting (EBM) were held.**

The Association is an independent legal entity with legal capacity, which, according to Swiss law (i.e. articles 60 & seq. of the Swiss Civil Code), is **governed by the bylaws signed by its thirteen (13) Founding Members.**

The Association is domiciled in Neuchâtel, Switzerland, where it was **registered at the Commercial Register on December 10th, 2020.**

Finally, **the registration of the PHABULOuS Pilot Line Association on the EC Funding & Tenders portal was requested on November 18th, 2020**, with the attribution of the Participant Identification Code (PIC) n. 892256053. **The documents required for the registration validation were eventually uploaded on December 14th, 2020.**

This latter process was functional to the **opening of a Grant Agreement amendment session on December 4th, 2020**, which will aim to establish the PHABULOuS Pilot Line Association as the 20th partner of the PHABULOuS project with the consequent transfer of the budget planned for running the operation of the PLFO.

2. Process

The process to found the PHABULOuS Pilot Line Association consisted in three (3) subsequent steps.

Proposal phase: Memorandum of Understanding (MoU)

In the proposal phase, a **Memorandum of Understanding (MoU)** was signed by all potential Founding Members of the PHABULOuS Pilot Line Association, with the purpose of outlining the basic principles connected with the organizational and procedural aspects of the pilot line. The signed MoU is provided in the Annex to the project Grant Agreement (GA) and is classified as “confidential”.

As mentioned in the GA, PHABULOuS’s ambition is to provide the European industry with world class, reliable pilot line manufacturing services leveraging free-form micro-optical components and related products. Aim of the PHABULOuS pilot line is to achieve this by having the hardware solutions cost-efficiently connected to the best possible competences and capacities across Europe to cover the full range of technologies and services. Since no single machine solutions fits all necessary end user demands, this concept is expected to be best possible solution from a cost and agility perspective. Leading European institutes and companies in the field of free-form micro-optics have then agreed to link their facilities and technological know-how in the PHABULOuS pilot line to offer efficient and high-quality production services based on state-of-the-art equipment. The strength of the PHABULOuS pilot line lays in the cooperation between its members to make the most appropriate technology selections. This ensures that its customers can expect optimum cost, reliability, and performance.

To reach this ambitious target, it was decided **to set up the PHABULOuS pilot line as a joint operation among its potential founding members**, which, with the signature of the MoU, declared their **intention to offer manufacturing services through the PLFO**. The MoU also stated **their interest to continue collaboration after the end of the funded project period** and eventually **defined the boundary conditions for the collaboration**, e.g. with respect to how to address overlap in competencies, approval of new members, liability matters and handling of IP during pilot line operation.

Project M1-M6: Association Bylaws

During the first four (4) months of the project, as agreed among the potential founding members of the PHABULOuS pilot line, CSEM (as WP1 Leader and Project Coordinator) prepared a **first proposal for the legal framework of the PHABULOuS Pilot Line Association** based on the principles preliminarily set in the signed MoU. The structure and the basic functioning rules of the legal entity aiming to represent and run the operation of the pilot line were validated by CSEM Executive Board and Legal in M4. **The consolidated proposal for the PHABULOuS Pilot Line Association was eventually presented to the potential founding members on May 7th, 2020.**

During M5 and M6, the feedbacks from all potential founding members were collected and integrated in a first version of the Association Bylaws that was prepared by CSEM Legal and validated by CSEM Executive Board. **The first draft of the Association Bylaws was presented for the final validation by the potential founding members at the project General Assembly held on June 23rd, 2020.** The large majority of the potential founding members expressed the ability and interest to sign a **new version of the bylaws updated according to the comments received during the discussion and shared by July 3rd, 2020.**

Project M6-M12: Founding of the PHABULOuS Pilot Line Association

The four-month period M7 to M10 was devoted to **the acceptance and signature of the Association Bylaws by the thirteen (13) Founding Members of the PHABULOuS Pilot Line Association** (see the Annexes). Due to its internal administrative procedures, FHG signed a separate **Letter of Intent (LoI)** expressing its interest to join the PHABULOuS Pilot Line Association as Regular Member in 2021 (see the Annexes).

Once the Association Bylaws had been signed by the Founding Members, the **first Association General Assembly (AGA) and Executive Board Meeting (EBM) were held on October 19th, 2020**, thus setting the legal foundation of the PHABULOuS Pilot Line Association. The next step was the **official registration of the Association at the Commercial Register in Neuchâtel (Switzerland) on December 10th, 2020**. This latter step was accompanied by the **registration of the PHABULOuS Pilot Line Association on the EC Funding & Tenders portal on November 18th, 2020** (with the attribution of the Participant Identification Code (PIC) n. 892256053). **The documents required for the registration validation were eventually uploaded on December 14th, 2020**. This latter process was the prerequisite for the **opening of a Grant Agreement amendment session on December 4th, 2020**, which aims to establish the **PHABULOuS Pilot Line Association as the 20th partner of the PHABULOuS project with the consequent transfer of the budget planned for running the operation of the PLFO**.

3. The PHABULOuS Pilot Line Association

In the following paragraphs, the main steps that led to the legal foundation of the PHABULOuS Pilot Line Association are detailed. The relevant (public) legal documents are provided in the Annexes.

3.1. Legal framework

The legal framework proposed to the potential founding members on May 7th, 2020, consisted of the following elements:

Objective of the Association

The **legal entity** representing the PHABULOuS pilot line will be created as an **Association legally based in Switzerland** according to the implementation & exploitation plan of the H2020 project PHABULOuS.

The Association will ensure and enable the **continuous collaboration** among the members of the PHABULOuS pilot line **within and beyond** the timeframe of the PHABULOuS project. This latter aims at setting up and managing an efficient and accurate European pilot line for the manufacturing of the freeform micro-optical solutions demanded by the optoelectronic and photonic industry. **The PHABULOuS pilot line will address the piloting requests from industry with efficient and cost-effective solutions for the production of free form micro-optical components by UV replication technologies**, including services such as design adaptation and modelling, master origination, tooling, materials, quality control, and integration.

Association Members

All members of the Association have **equal voting rights** in the Association General Assembly (AGA) and are eligible as Executive Board (EB) members.

Association Corporate Bodies

The PHABULOuS Pilot Line Association will consist of three (3) corporate bodies.

The **Association General Assembly (AGA) is the strategic and ultimate decision-making body** of the PHABULOuS Pilot Line Association and shall consist of **one representative of each member with the right of one vote per member**.

- During the project: The AGA will comprise the thirteen (13) Founding Members plus FhG once it will have applied and been accepted as regular Member (likely in 2021). Invited participants with no voting right will be the Project Coordinator (and Managing Director of PLFO: see below) and the Project Technical Coordinator
- After the project: The AGA may include new members.

The **Association Executive Board (AEB) is the executive body** of the PHABULOuS Pilot Line Association and consists of six (6) representatives appointed by the AGA.

- During the project, the AEB consists of representatives of the three (3) UV imprint companies (SMO, MPH, NC) as well as CSEM (represented by the Technical Coordinator), JR, and one of the other members

The **PLFO is responsible for the day-to-day management of the affairs of the Association**, marketing, customer relationship, evaluation of opportunities and further building up of the ecosystem. The PLFO is accountable to the AEB.

Legal Structure

The **legal structure proposed for the PHABULOuS Pilot Line Association** is sketched in [Figure 1](#).

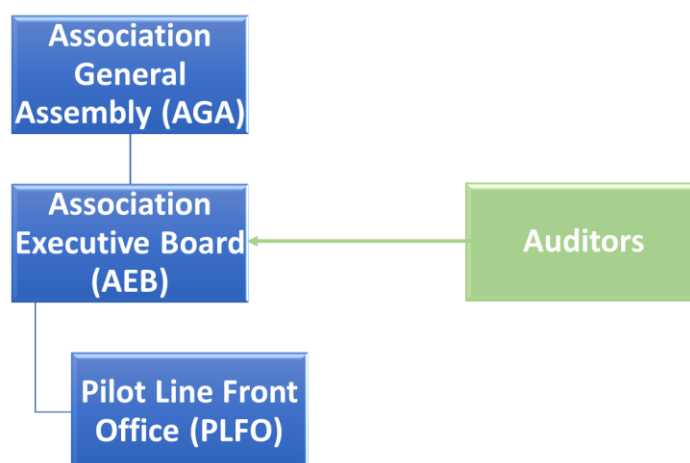


Figure 1: Legal structure proposed for the PHABULOuS Association

Services offered by the PHABULOuS Pilot Line Association

The **typical workflows for the services offered by the PHABULOuS Pilot Line Association during and after the PHABULOuS project** are sketched in [Figure 2](#) and [Figure 3](#), respectively.

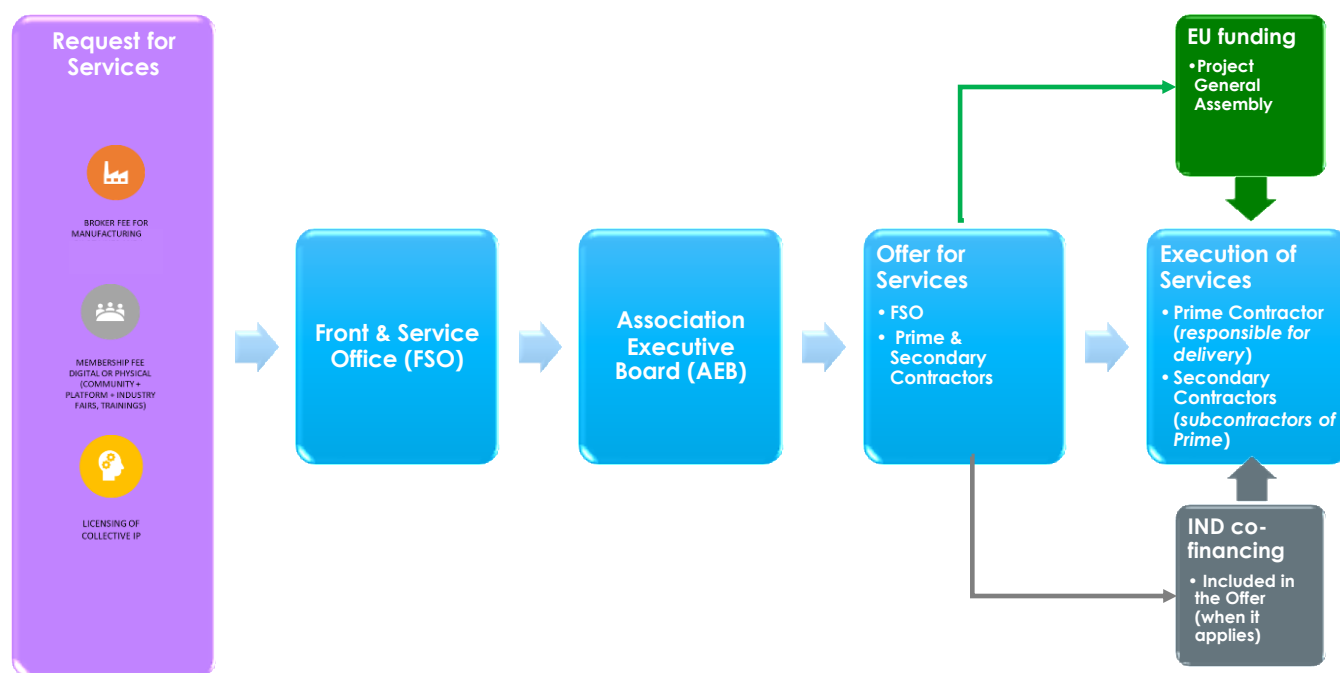


Figure 2: Typical workflow for the services offered by the PHABULOuS Pilot Line Association during the project

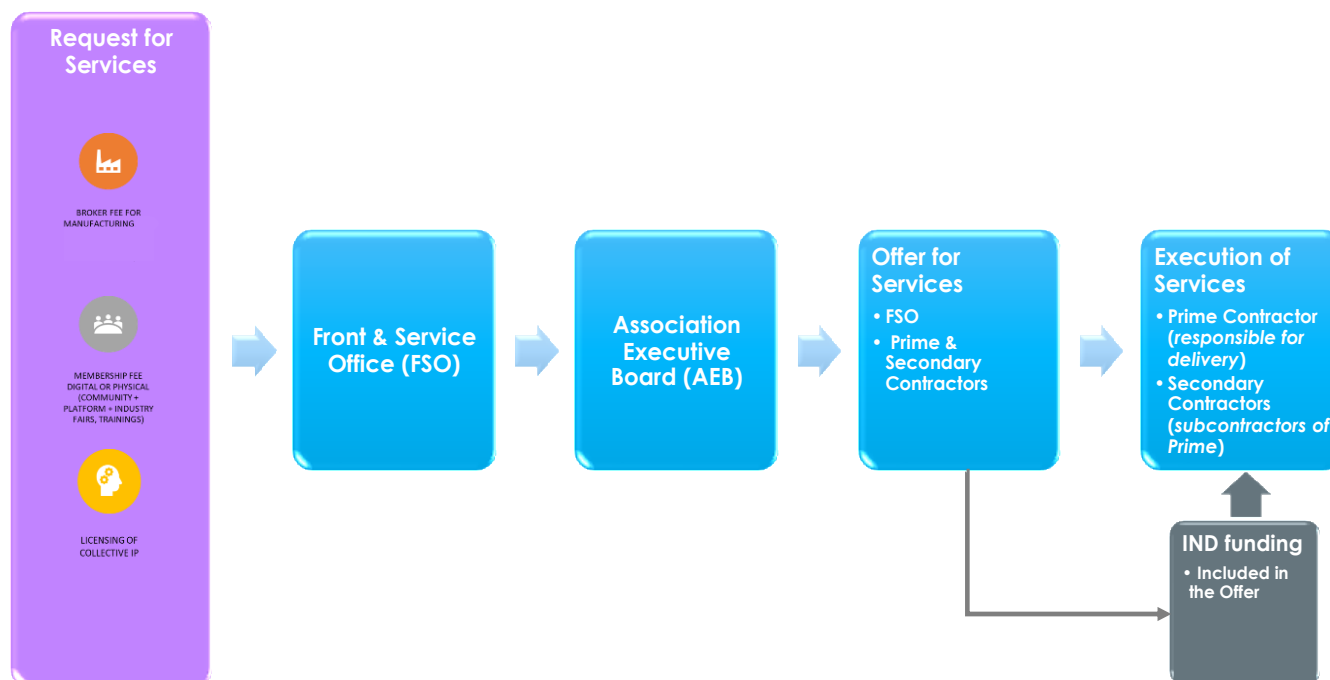


Figure 3: Typical workflow for the services offered by the PHABULOuS Pilot Line Association after the project

In particular, the PLFO (or Front & Service Office (FSO) in the figures) serves as single entry point for all requests for services, which are then filtered and transmitted to the AEB. This latter assesses the requests received via the PLFO and issues a final decision, thus designating the prime contractor, which, with the support of the PLFO, will choose the secondary contractors for each request. Services are eventually executed under the responsibility of the prime contractor, while the secondary contractors act as sub-contractors. On the one hand, during the PHABULOuS project, services may be partially or totally funded through the specific budget reserved for “pilot cases” (indicated as EU funding in [Figure 2](#)), with a potential partial direct contribution from the selected pilot cases (indicated as IND co-financing in [Figure 2](#)) defined case-by-case according to rules that will be set in deliverables **D1.4** “Customer management guidelines and sales procedures” and **D1.5** “PHABULOuS contracts and legal documents”. On the other hand, after the PHABULOuS project, services will be paid at full cost by all customers as shown in [Figure 3](#) (IND funding).

3.2. Bylaws & Association Bodies

The bylaws of the PHABULOuS Pilot Line Association were signed by the following **Founding Members**:

1. CSEM
2. JR
3. VTT
4. CEA
5. SMO
6. MPH
7. NC
8. UPMT
9. LASEA
10. PPH
11. LIMBAK
12. AMIRES
13. EPIC

The documents signed a) by all thirteen (13) Founding Members and b) by the President and one EB Member (both English and French versions) are provided in the Annexes.

As mentioned above, due to its internal administrative procedures, **FHG has not yet signed the bylaws but provided a separate Letter of Intent (LoI)** expressing the interest to join the PHABULOuS Pilot Line Association as Regular Member in 2021. The signed LoI is provided in the Annexes.

In the following, the PHABULOuS Pilot Line Articles of Association are reported (version October 19th, 2020).

I. NAME AND DOMICILE

Under the name of “**PHABULOuS Pilot Line Association**” exists a non-profit making association in the meaning of articles 60 to 79 of the Swiss Civil Code. This Association is an independent legal entity with legal capacity. It is governed by Swiss law. Its duration is unlimited. The Association is domiciled in Neuchâtel, Switzerland where it will be entered in the Commercial Register as soon as these articles of association have been adopted. The official language of the Association is English.

II. ASSOCIATION PURPOSE

The Association is established within the framework of the H2020 European research project entitled “Pilot-Line Providing Highly Advanced & Robust Manufacturing Technology for Optical Free-Form Micro-Structures” funded by the European Commission (“**PHABULOuS Project**”).

The purpose of PHABULOuS Pilot-Line Association is to:

- implement the PHABULOuS Project in accordance with the Grant Agreement n°871710;
- unify European research and technology organisations and industrial partners into a pilot-line for the design and manufacturing of free-form microoptics solutions;
- test the efficiency of the pilot line concept through the validation of requests for piloting services within the implementation of the PHABULOuS Project;
- promote advanced photonics technologies and solutions and offer a single-entry point (one-stop shop) in order to facilitate access to comprehensive problem-solving competency for the complete production chain, which is intended to continue after the PHABULOuS Project;
- represent the interests of the PHABULOuS Pilot Line community on a national and international basis.

To achieve this aim, the PHABULOuS Pilot Line Association may run a management office (The “**Front Office**”) under the supervision of the Executive Board to deal with all administrative and organizational duties and to actively manage marketing and relationships with end users and further build up the ecosystem. The Association may engage in all activities and take all actions necessary and appropriate to carry out the above objectives.

III. MEMBERSHIP

- a) All legal entities active in the field of manufacturing and integrating free-form microoptics solutions at any position of the value chain and willing to support the aims of the Association and to stick to these articles of association can become member of PHABULOuS Pilot Line Association.
- b) The founding members as per the Association’s deed of incorporation are the initial members of the Association.
- c) Members have all rights and obligations that are mentioned in these articles of association and the applicable law.
- d) Every member assigns a person as a representative for the Association General Assembly.

IV. MEMBERSHIP FEES

Each member will pay a reasonable membership fee that will be fixed annually by the Association General Assembly. The membership fee shall not be excessive. Membership fees will be due on demand for payment and shall be paid within 30 days. Founding members are exempted from paying the annual membership fee during the term of the PHABULOuS Project.

V. BEGINNING AND END OF MEMBERSHIP

The founding members are the initial members of the Association. Otherwise, an application to become a member of the Association may be submitted at any time in writing to the Front Office with a statement identifying and describing the applicant organisation and its interest in participating in the Association. Such

application must contain a signed acceptance to the pre-established terms and conditions of membership. The Association General Assembly decides on the acceptance of new members.

Membership ceases:

- a) Members may resign from the Association without giving reasons by notifying the Executive Board in writing. The resignation shall become effective when four (4) months have passed from dispatching the notification. After the resignation, the resigned member shall have no obligations and/or liabilities whatsoever towards the Association or any of its members, unless otherwise explicitly agreed by the resigning member. For the avoidance of any doubt, resignation shall not relieve the members of their obligations under the PHABULOuS Project grant agreement and consortium agreement and/or separate agreements concluded for running piloting projects and /or services within the PHABULOuS Pilot Line Association. The membership fee to be paid by the resigning member will be reduced proportionally by the number of remaining months until the end of the calendar year after the resignation became effective;
- b) By exclusion ordered by the Association General Assembly;
- c) For non-payment of dues for more than one year.

Unless otherwise provided above, the membership fee for the current year remains due. Members who have resigned or who are excluded have no rights against the assets of the Association.

VI. RESOURCES

The Association derives its resources from:

- a) public subsidies;
- b) broker fees from piloting & manufacturing services;
- c) membership fees, contributions and donation provided by the members or third parties;
- d) income from events and other activities;
- e) any other resources authorized by the law.

The funds shall be used in accordance with the Association's purpose (II).

VII. LIABILITY

The Association's assets are solely liable for any obligations and commitments contracted in its name. The members of the Association shall not be liable for the obligations or debts of the Association. Any personal liability of the members of the Executive Board and of the Front Office staff for the debts and liabilities of the Association is excluded.

VIII. PHABULOuS Pilot Line Association CORPORATE BODIES

The corporate bodies of the Association are:

- a) the Association General Assembly;
- b) the Executive Board;
- c) The Front Office;
- d) the Auditors.

The Association General Assembly

IX. CONSTITUTION OF THE ASSOCIATION GENERAL ASSEMBLY

The Association General Assembly consists of one authorized representative of every members of the Association. The Managing Director (XVII) and, during the PHABULOuS Project, the Project Technical Director shall have the right to be present, without vote, at all meetings of the Association General Assembly. Guests may also be invited to the Association General Assembly meeting.

X. POWERS OF THE ASSOCIATION GENERAL ASSEMBLY

The Association General Assembly shall have the following powers:

- a) to adopt and amend the articles of association;
- b) to decide the Association dissolution and liquidation;
- c) to create and dissolve technical committees and other bodies;
- d) to elect and dismiss the members of the Executive Board from amongst its members;

- e) to elect and dismiss the President and Vice-President from amongst the Executive Board members;
- f) to decide on admission of new members and exclusion of members;
- g) to approve budget and annual membership fees for the coming business year;
- h) to approve the engagement of the audit firm by the Executive Board;
- i) to approve the annual report issued by the audit firm and the accounts of the Association;
- j) to adopt, after approval of the annual report issued by the audit firm, resolutions discharging the members of the Executive Board from all liabilities;
- k) to pass resolutions on matters which are by law or by these articles of association reserved to the Association General Assembly or validly submitted to it by the Executive Board.

XI. MEETINGS OF THE ASSOCIATION GENERAL ASSEMBLY

The ordinary Association General Assembly meeting is held annually, before the end of the second quarter, upon invitation by the President of the Association. Extraordinary Association General Assembly may be called by Executive Board decision, or by the request of at least 20 % of the members.

The notice shall state the place and time of the meeting, the items of the agenda as well as the motions for consideration, if any. Meetings must be called at least 20 (twenty) days in advance. Members may attend meetings in person or by telephone conference call. A quorum for meetings of the Association General Assembly shall be established by the participation in the meeting of at least the absolute majority of all members. No later than twenty days prior to the day of the ordinary General Assembly, the Executive Board's annual report and the auditors' report shall be made available to the members for inspection at the registered office of the Association. Each member may request a copy of such documents to be sent to him or her without delay. Reference thereto is to be made in the notice calling the General Assembly.

If no objection is raised, the members may hold an Association General Assembly without observing the prescribed formalities of calling the meeting. As long as the absolute majority of all members is present in person or by telephone conference call, all items within the powers of the Association General Assembly may validly be discussed and decided upon at such a meeting. The Association General Assembly will be chaired by the President or, in the case of his inability, the Vice-President or another Executive Board member in case of inability of both the President and the Vice-President.

XII. VOTING RIGHTS OF THE GENERAL ASSEMBLY

Each member has one vote at the General Assembly. Votes are transferable to another member: members may, by written power of attorney, authorize the representative of another member to act as their proxy at the Association General Assembly Meeting. The same proxy-holder may represent no more than one other member.

XIII. RESOLUTIONS OF THE GENERAL ASSEMBLY

Unless provided otherwise by mandatory provisions of the law or by the articles of association, resolutions shall be passed, and elections shall be made, by the absolute majority of the votes cast by members either present or represented at the Association General Assembly meeting. Decisions on admission or expulsion of members, dissolution of the Association or amendments of its articles of association are made by a 2/3 (two/third) majority of the votes cast by members either present or represented. A member is not entitled to vote a resolution proposing its own expulsion. The chairperson of the meeting will have the casting vote in the event of a tie.

Executive Board

XIV. ELECTION TERM OF THE EXECUTIVE BOARD

The Executive Board will be composed at least of 6 (six) members who must be representatives of members of the Association. The Association General Assembly shall elect the Executive Board members among the representatives of the members and designate the President and the Vice-President of the Association among the Executive Board members. Except for the initial term which shall last until the end of the PHABULOuS Project (expected on or about end of 2023), each member of the Executive Board shall serve for a two-year term following his/her election, such term ending on the day of the respective ordinary General Assembly. Members of the Executive Board may be re-elected. The Association is legally bound by the joint

signatures of two members of the Executive Board or by the joint signatures of one Executive Board member and the Managing Director. Notwithstanding the foregoing, the Founding members have approved the composition of the initial Executive Board exclusively for the whole term of the PHABULOuS Project as follows:

- one representative from each of the 3 UV imprint companies' founding members (namely SUSS MicroOptics SA, Morphotonics B.V. and Nanocomp Oy Ltd.) and
- the PHABULOuS Project Technical Coordinator, designated by CSEM Centre Suisse d'Electronique et de Microtechnique SA ("CSEM") and
- one representative from Joanneum Research Forschungsgesellschaft mbH and
- one representative from any of the other members.
- the President shall be a representative of one of the UV imprint private companies.

XV. POWERS OF THE EXECUTIVE BOARD

The Executive Board shall take the appropriate measures to achieve the goals of the Association; it shall perform, inter alia, the following functions:

- a. Prepare an annual program and budget for the consideration of the General Assembly;
- b. Day to Day management decisions, not directly handled by the Managing Director. The Executive Board shall, in particular, assess the requests for services transmitted via the Front Office and issue a final decision on the request for services, designating the prime contractor. The prime contractor, with the support of the Front Office, will choose the secondary contractors for each request for services according to the Association's organisational rules;
- c. Establishment and amendment of the Association's organisational rules to be defined according to the Grant Agreement n°871710 before month 24 of the PHABULOuS Project;
- d. Subject to the approval of the General Assembly, the Executive Board shall, for each financial year, engage an audit firm.

The Executive Board shall convene as often as the Association's affairs require. All its members may request the convocation of a meeting, stating grounds for this request. Executive Board meetings may also be held by way of telephone and / or video conferences. Resolutions may be passed in writing (including email). The Executive Board has a quorum if the majority (>50%) of its members are present at a meeting. All decisions are taken by simple majority of the members present at the meeting, unless otherwise provided in the articles of association or the law. The President or, in his/her absence, the Vice-President, will have the casting vote in the event of a tie. The members of the Executive Board shall principally perform their duties on a voluntary basis. They are entitled to the reimbursement of their actual expenses.

XVI. FRONT OFFICE

The Front Office, managed by the Managing Director, executes the decisions of the Association General Assembly and the Executive Board. The Managing Director, in consultation with the Executive Board, manages the budget of the Association and may hire staff or external service providers to assist in fulfilling the mission of the Association. The Managing Director shall be designated and seconded by CSEM as Project Coordinator exclusively for the duration of the PHABULOuS Project. After the end of the PHABULOuS Project, the Managing Director will be designated by the Executive Board. He/she will be compensated for his/her work and reimbursed for any out-of-pocket expenses reasonably incurred. The Managing Director shall administer the affairs of the Association and represent the Association vis-à-vis third parties in accordance with organizational rules and policies established in consultation with the Executive Board. The Managing Director shall have the right to be present, without vote, at all meetings of the Association General Assembly and Executive Board, and he/she shall have the authority to sign on behalf of the Association (by the joint signatures of one Executive Board member and the Managing Director).

XVII. ADMINISTRATIVE PROCEDURES

The Executive Board shall prepare an annual report on its activities and those of the Association. The members of the Executive Board may adopt procedures to implement internal administrative functions of the Association.

Auditors**XVIII. ELECTION, TERM OF OFFICE**

The auditors shall be elected by in accordance with Article X clause (h) and Article XV clause (d) of the articles of association for a term of office of one year. After expiry of their term they may be re-elected. Auditors may only be professional auditing firms. The auditors shall audit the accounts and examine the books of the Association in accordance with pertaining Swiss law. They are entitled to require such evidence as they deem appropriate. One annual audit is to take place within two calendar months from the close of each financial year (Article XIX). The auditors' report shall be submitted by the Executive Board to the Association General Assembly meeting for approval.

XIX. FINANCIAL YEAR

The accounts of the Association will be established on December 31 each year, and for the first time on 31 December 2021.

XX. DISSOLUTION AND LIQUIDATION

The Association will be dissolved

- a) when it has fulfilled its purposes;
- b) by vote of the members according to Article XIII;
- c) in the circumstances provided for by the law.

In case of liquidation, the remaining assets must be assigned to a public utility entity pursuing similar objectives to those of the Association.

XXI. Governing Law - Disputes

These articles of association and all regulations promulgated thereunder shall be governed by the laws of Switzerland. These articles of association shall be drafted in two versions, in French and English. If any question of interpretation arises, only the French version shall prevail. All disputes arising in connection with these articles of association or regulations based on these articles of association shall be settled in accordance with the Rules of the International Chamber of Commerce by one arbitrator, unless otherwise agreed. The place of arbitration shall be Geneva. The arbitral procedure shall be conducted in English.

XXII. ENTRY INTO FORCE

These bylaws have been amended and approved by the Association General Assembly on October 19th, 2020 and enter into force with immediate effect.

3.3. First Association General Assembly (AGA) & Executive Board Meeting (EBM)

The first Association General Assembly (AGA) was held on-line on October 19th, 2020, with the following agenda:

- Amendment of the Association's name
- Approval of the French translation of the bylaws (legally binding document)
- Nomination of the members of the Association Executive Board (AEB)
- Confirmation of the Nomination of the Managing Director Nomination of the President and Vice-President
- Approval of the audit firm
- Approval of the domicile of the Association
- AOB

The AGA members approved that the Project Coordinator (also representative of CSEM) took the role of the chairman with casting vote. Note that, according to the bylaws the future AGAs will be organized and chaired by the President.

The following steps were discussed and agreed:

- legal registration of the PHABULOuS Pilot Line Association in Switzerland and on the EC portal

- amendment of the Grant Agreement
- official transfer of the corresponding budget to the PLFO

The **list of representatives with voting right** was agreed:

- Rolando Ferrini (CSEM)
- Paul Hartmann (JR)
- Jukka Hast (VTT)
- Hani Kanaan (CEA)
- Toralf Scharf (SMO)
- Onno Lint (MPH)
- Veli-Pekka Leppänen (NC)
- Jonas Wielandts (UPMT)
- Jose Antonio Ramos de Campos (LASEA)
- Richard Clarke (PPH)
- Rubén Mohedano (LIMBAK)
- Rudolf Frycek (AMIRES)
- Sana Amairi-Pyka (EPIC)

The nomination of the Managing Director was moved to the EB meeting.

A unanimous decision was made to amend the Association name in order to use only latin characters. The official name is **PHABULOuS Pilot Line Association**.

The amended version of the Association bylaws, which include both a French and English version, were approved by all partners. It was agreed that if any question of interpretation arises, only the French version shall prevail. Both versions can be found in the Annexes.

The following Members of the EB were elected:

- Toralf Scharf (SMO)
- Onno Lint (MPH)
- Veli-Pekka Leppänen (NC)
- Oscar Fernandez (CSEM, TC)
- Paul Hartmann (JR)
- Richard Clarke (PPH)

All representatives approved the election of Toralf Scharf as the President of the Association. This corresponds to Article XIV of the bylaws that states, “the President shall be a representative of one of the UV imprint private companies”. Additionally, Paul Hartmann (JR) was elected as Vice-President.

The representatives unanimously approved the proposed audit firm that will conduct a limited audit.

It was agreed that the Association will be initially domiciled at Rue Jaquet-Droz 1, CH-2002 Neuchâtel, Switzerland. As such, the PLFO will also be located at the Association domicile.

The first Executive Board Meeting (EBM) was held on-line on October 19th, 2020, with the following agenda:

- Confirmation of the Nomination of the Managing Director
- Registration at the Trade Register: Action points
- AOB

The Project Coordinator, Rolando Ferrini (CSEM), was nominated as Managing Director of the PHABULOuS Pilot Line Association.

The next steps and action points for the registration of the Association at the Trade Register in Neuchâtel (Switzerland) were discussed and agreed.

3.4. Registration at the Trade Register

The following steps had to be fulfilled to provide all legal documents necessary for the registration of the PHABULOuS Pilot Line Association at the Trade Register in Neuchâtel, Switzerland:

- The name of the Association was amended in order to contain only latin characters (see above)
- The bylaws were translated in French: the French version will be legally binding (see above)
- The minutes of the AGA were signed by the President and the person compiling them
- The AGA nominated the members of the EB, the President, the Vice-president, the Managing Director, and the Auditors
- The members of the EB, the Managing Director and the Auditors signed a declaration of acceptance of their nomination
- The person granting domicile to the Association at its headquarters signed a domiciliary declaration
- The members of the EB and the Managing Director provided a copy of their identity documents
- All members of the EB and the Managing Director either legalized their signatures at the Trade Register or provided legalized signatures (with Apostille in their own country when legalization was done outside Switzerland)
- The application for the entry in the Trade Register was signed by two EB members
- The registration tax was paid by CSEM

The official registration of the PHABULOuS Pilot Line Association at the Commercial Register in Neuchâtel (Switzerland) was eventually completed on December 10th, 2020.

The certified extract of this registration is provided in the Annexes.

3.5. Registration on the EU portal

The **registration of the PHABULOuS Pilot Line Association on the EC Funding & Tenders portal was requested on November 18th, 2020**, with the attribution of the Participant Identification Code (PIC) n. 892256053. **The documents required for the registration validation were eventually uploaded on December 14th, 2020.** This latter process was functional to the opening of a Grant Agreement amendment session (see below).

3.6. Grant Agreement (GA) Amendment

A **Grant Agreement (GA) amendment session was opened on December 4th, 2020** with the aim to establish the **PHABULOuS Pilot Line Association as the 20th partner of the PHABULOuS project with the consequent transfer of the budget planned for running the operation of the PLFO**. To this extent, a bank account will be opened for the Association.

In the following, the details of the introduction of the PHABULOuS Pilot Line Association as a new partner through the GA amendment are provided.

The PHABULOuS Pilot Line Association (PIC: 892256053) was officially and legally established with the signatures of the bylaws and the first AGA held on October 19th, 2020. On December 10th, 2020, the Association was registered at the Trade Register in Neuchâtel (Switzerland), while its registration on the EC Funding & Tenders portal was initiated on November 18th, 2020. The PHABULOuS Pilot Line Association will serve as one-stop shop for the manufacturing of free-form micro-optics offering accelerate innovation and production cycles from prototypes to piloting and large volume production. Within the PHABULOuS project, **the PHABULOuS Pilot Line Association will be actively involved in several WPs and tasks:**

WP1 – Pilot line operation processes

Task1.3 – Customer relations

Within this task, the PLFO will lead the interactions with customers, acting as the single-entry point for them. The PLFO will set the methods for tendering to enable efficient customer-driven decision making. All methods will be documented in a customer relation management (CRM) tool in order to enable timely follow-up and to develop insights into the most promising lead types (market intelligence) as well as to identify any barriers (service improvement). During execution, the PLFO will propose a contact point among the pilot line members (Service Delivery Manager (SDM): see also task T6.3) for each requested pilot line service in order to insure product support, progress and satisfied customers. Job-specific actions will be recorded on the secure operations server. The secure web-server will be used to ensure all stakeholders for a specific order share the same copy of relevant order data, workflow and status. Surveys will be implemented to evaluate effectiveness of service and value of the product documentation. Specific production key performance indicators (KPIs) will be recorded and analyzed.

Task1.4 -Legal framework of the PHABULOuS pilot line

The PHABULOuS Pilot Line Association, through its main bodies (the Association General Assembly, the Executive Board and the PLFO), will contribute to the legal and contractual activities required to put the PHABULOUS pilot line into operation. In particular, it will:

- guarantee compliance to the legal conditions and constraints set by the Association bylaws, ensuring common sense and high-quality collaboration between the pilot line members, as well as quality of service for executing pilot line manufacturing service jobs.
- mandate and hire personnel for operating/managing the pilot line (Managing Director and Technical Director) and for marketing/customer relations (Sales Manager), respectively
- contribute to define the modus of membership of the technology providers and the contractual modus of execution of pilot line services executed by the pilot line members on duty of the pilot line
- contribute to define the legal relationship to the customers of the pilot line, including liability and warranty criteria

In particular, within this task, the PHABULOuS Pilot Line Association and its PLFO will contribute to set the following legal documents:

- General Terms and Conditions for Pilot Line Manufacturing Service Jobs in order to secure the relationship between the pilot line and the customers and to minimize liability risks. This will include e.g. regulations with respect to access rights and conditions, IPR and data protection, health, safety and environment rules, liability and dispute settlement.
- Model pilot line service contracts for executing common pilot production workflows in order to accelerate initiation and contracting of often recurring manufacturing service jobs.
- Model non-disclosure agreement between the pilot line and the customer that ensures confidential treatment of customer data but also secures the right of required information exchange among the pilot line members and with potentially required external partners/suppliers.
- Model data-privacy statement that secures the right of storing and processing customer and material data within the PHABULOuS Data Space.

WP6 – Pilot line validation (implementation of pilot cases)

Task 6.1 – Launch of competitive call and Helpdesk

Within this task, the PHABULOuS Pilot Line Association, through its main bodies (the Association General Assembly, the Executive Board and the PLFO), will contribute to define the rules for the subsidized support of the pilot cases. It will set and publish the calls providing clear procedures and guidance to applicants. The PLFO will establish a Helpdesk to provide a contact point for the potential applicants and address their

enquiries about the application preparation and submission process. The Helpdesk will coordinate with the PLFO, which will be the entry point for all the pilot case requests.

Task 6.2 – Competitive call selection

The PHABULOuS Pilot Line Association, through the Executive Board and the PLFO, will run the selection process for accessing the subsidized support for the pilot cases. The Association Executive Board will evaluate the applications according to the rules set in the Association bylaws and three selection criteria: excellence, impact, and implementation. Feedback of the evaluation will be managed through the PHABULOUS Helpdesk in coordination with the PLFO (i.e. the Sales Manager).

Task 6.3 – Implementation of pilot cases

Within this task, the PHABULOuS Pilot Line Association, through its main bodies (the Association General Assembly, the Executive Board and the PLFO), will contribute to prepare the documents for service delivery planning and implementation. For each case, a Service Delivery Manager (SDM) and an implementation team will be appointed by the Association Executive Board according to the rules set by the Association bylaws. The PLFO will then assist the SDM in

- preparing the Joint Implementation Agreement, which will set the terms and conditions of the engagement
- outlining the service delivery process including activities, timing, milestones, meetings
- providing effort and cost plan of direct services.
- overseeing the status and progress of each case, reviewing and address issues and risks, monitoring the quality of the services, identifying and monitoring value created

Task 6.4 – Evaluation of pilot cases & process learning

Within this task and at the end of each case, the Sales Manager of the PLFO will assist the SDM in preparing a Service Delivery and Value Creation Report that will outline the services provided, highlight issues addressed, the anticipated economic impact for Europe, and feedback on the process from customer. These reports will be reviewed by Association Executive Board and will provide an input for optimization of operations processes. Case outcomes (i.e. case studies) will also be used by the PLFO for project publicity purposes in T7.1, as examples of services delivered by PHABULOuS.

WP7 – Dissemination and outreach

Task 7.1 – Dissemination and communication

Within this task, the PLFO will contribute to generate marketing communication on the services that the pilot line provides according to the Dissemination Plans and Reports and through several channels such as the project website, social media, press releases, etc.

Task 7.2 – Technology workshops, expositions and events

Within this task, the PLFO will contribute to advertise the pilot line at several events according to the defined events strategy / events calendar and through Expo Booths, attendance to Forums, Workshops or Match Making activities.

Task 7.3 – Investor engagement

Within this task, the PLFO will support investor specific actions aiming to help selected external users to ensure continuity as businesses ramp up to production: e.g. it will participate at the annual workshop “Investment Readiness Training and Pitch Session Rehearsal” that is already organized for the current Pilot Lines through EPIC.

WP8 – Pilot line exploitation

Task 8.1 – Markets intelligence and analysis

- Within this task the Sales Manager of the PLFO will coordinate the market analysis to understand technology and business priorities by market segment and business type. The PLFO will contribute to set up survey questionnaires to leverage insights from work package WP1 and WP6
- probe key users to develop pricing and revenue models to be explored in the open calls through the tailoring of the second-round competitive call

Task 8.2 – Business planning

- Within this task, the PLFO will contribute to evaluate different business models and create a business plan for a sustainable offering of the services.

Task 8.4 – Exploitation of PHABULOUS services

- Within this task, the PLFO will contribute to evaluate the collective impact potential of the consortium by evaluating the market potential as well as to determine product opportunities in relation to the customer/product requirements throughout the course of the project.

WP9 – Project management and coordination

Within this WP, the PHABULOUS Pilot Line Association will be represented in the Project General Assembly (Task 9.1) and in EAB meetings (Task 9.2), and will be involved in day-to-day management activities (Task 9.3).

4. Conclusion

The PHABULOUS Pilot Line Association was established as a non-profit making association on October 19th, 2020, when the first Association General Assembly (AGA) and Executive Board Meeting (EBM) were held. The Association is an independent legal entity with legal capacity, which, according to Swiss law, is **governed by the bylaws signed by its thirteen (13) Founding Members.** The Association is domiciled in Neuchâtel, Switzerland, where it was **registered at the Commercial Register on December 10th, 2020.** Finally, **the registration of the PHABULOUS Pilot Line Association on the EC Funding & Tenders portal was requested on November 18th, 2020,** with the attribution of the Participant Identification Code (PIC) n. 892256053. **The documents required for the registration validation were eventually uploaded on December 14th, 2020.** This latter process was functional to the **opening of a Grant Agreement amendment session on December 4th, 2020,** which will aim to establish the PHABULOUS Pilot Line Association as the 20th partner of the PHABULOUS project with the consequent transfer of the budget planned for running the operation of the PLFO.

5. Degree of progress

The **Deliverable D1.3 “PHABULOUS Pilot Line Front Office (PLFO) created as single-entry point for customers”** is fulfilled at 100%.

The degrees of progress of the activities related to the corresponding tasks are set as follows:

Task T1.2 “Definition of the internal processes of the PHABULOUS pilot line” = 25%

The activities of this task will be covered and completed by the following deliverables:

- D1.2 “PHABULOUS internal process guidelines” (M12)
- D1.4 “Customer management guidelines and sales procedures” (M24)
- D1.5 “PHABULOUS contracts and legal documents” (M18)

Task T1.3 “Customer relations” = 50%

The activities of this task will covered and completed by the following deliverable:

- D1.4 “*Customer management guidelines and sales procedures*” (M24)

Task T1.4 “Legal framework of the PHABULOuS pilot line” = 50%

The activities of this task will covered and completed by the following deliverable:

- D1.5 “*PHABULOuS contracts and legal documents*” (M18)

6. Dissemination level

The **Deliverable D1.3** “*PHABULOUS Pilot Line Front Office (PLFO) created as single-entry point for customers*” is public and will therefore be available to download on the pilot line’s website on demand.

7. Appendixes

7.1. Bylaws

Bylaws signed by

- a) the thirteen (13) Founding Members of the PHABULOuS Pilot Line Association

Articles of Association

PHABULO μ S Pilot Line

I. NAME AND DOMICILE

Under the name of “**PHABULO μ S Pilot Line**” exists a non-profit making association in the meaning of articles 60 to 79 of the Swiss Civil Code. This Association is an independent legal entity with legal capacity. It is governed by Swiss law. Its duration is unlimited.

The Association is domiciled in Neuchâtel, Switzerland where it will be entered in the Commercial Register as soon as these articles of association have been adopted.

The official language of the Association is English.

II. ASSOCIATION PURPOSE

The Association is established within the framework of the H2020 European research project entitled “Pilot-Line Providing Highly Advanced & Robust Manufacturing Technology for Optical Free-Form Micro-Structures” funded by the European Commission (“**PHABULO μ S Project**”).

The purpose of PHABULO μ S Pilot-Line is to:

- implement the PHABULO μ S Project in accordance with the Grant Agreement n°871710;
- unify European research and technology organisations and industrial partners into a pilot-line for the design and manufacturing of free-form microoptics solutions;
- test the efficiency of the pilot line concept through the validation of requests for piloting services within the implementation of the PHABULO μ S Project;
- promote advanced photonics technologies and solutions and offer a single-entry point (one-stop shop) in order to facilitate access to comprehensive problem-solving competency for the complete production chain, which is intended to continue after the PHABULO μ S Project;
- represent the interests of the PHABULO μ S Pilot Line community on a national and international basis.

To achieve this aim, the PHABULO μ S Pilot Line may run a management office (The “**Front Office**”) under the supervision of the Executive Board to deal with all administrative and organizational duties and to actively manage marketing and relationships with end users and further build up the ecosystem.

The Association may engage in all activities and take all actions necessary and appropriate to carry out the above objectives.

III. MEMBERSHIP

- a) All legal entities active in the field of manufacturing and integrating free-form microoptics solutions at any position of the value chain and willing to support the aims of the Association and to stick to these articles of association can become member of PHABULOμS Pilot Line.
- b) The founding members as per the Association's deed of incorporation are the initial members of the Association.
- c) Members have all rights and obligations that are mentioned in these articles of association and the applicable law.
- d) Every member assigns a person as a representative for the Association General Assembly.

IV. MEMBERSHIP FEES

Each member will pay a reasonable membership fee that will be fixed annually by the Association General Assembly. The membership fee shall not be excessive.

Membership fees will be due on demand for payment and shall be paid within 30 days.

Founding members are exempted from paying the annual membership fee during the term of the PHABULOμS Project.

V. BEGINNING AND END OF MEMBERSHIP

The founding members are the initial members of the Association. Otherwise, an application to become a member of the Association may be submitted at any time in writing to the Front Office with a statement identifying and describing the applicant organisation and its interest in participating in the Association. Such application must contain a signed acceptance to the pre-established terms and conditions of membership. The Association General Assembly decides on the acceptance of new members.

Membership ceases:

- a) Members may resign from the Association without giving reasons by notifying the Executive Board in writing. The resignation shall become effective when four (4) months have passed from dispatching the notification. After the resignation, the resigned member shall have no obligations and/or liabilities whatsoever towards the Association or any of its members, unless otherwise explicitly agreed by the resigning member. For the avoidance of any doubt, resignation shall not relieve the members of their obligations under the PHABULOμS Project grant agreement and consortium agreement and/or separate agreements concluded for running piloting projects and /or services within the PHABULOμS Pilot Line. The membership fee to be paid by the resigning member will be reduced proportionally by the number of remaining months until the end of the calendar year after the resignation became effective;
- b) By exclusion ordered by the Association General Assembly;
- c) For non-payment of dues for more than one year.

Unless otherwise provided above, the membership fee for the current year remains due. Members who have resigned or who are excluded have no rights against the assets of the Association.

VI. RESOURCES

The Association derives its resources from:

- a) public subsidies;
- b) broker fees from piloting & manufacturing services
- c) membership fees, contributions and donation provided by the members or third parties;
- d) income from events and other activities;
- e) any other resources authorized by the law.

The funds shall be used in accordance with the Association's purpose (II).

VII. LIABILITY

The Association's assets are solely liable for any obligations and commitments contracted in its name. The members of the Association shall not be liable for the obligations or debts of the Association. Any personal liability of the members of the Executive Board and of the Front Office staff for the debts and liabilities of the Association is excluded.

VIII. PHABULOμS Pilot Line CORPORATE BODIES

The corporate bodies of the Association are:

- a) the Association General Assembly;
- b) the Executive Board;
- c) The Front Office;
- d) the Auditors.

The Association General Assembly

IX. CONSTITUTION OF THE ASSOCIATION GENERAL ASSEMBLY

The Association General Assembly consists of one authorized representative of every members of the Association. The Managing Director (XVII) and, during the PHABULOμS Project, the Project Technical Director shall have the right to be present, without vote, at all meetings of the Association General Assembly. Guests may also be invited to the Association General Assembly meeting.

X. POWERS OF THE ASSOCIATION GENERAL ASSEMBLY

The Association General Assembly shall have the following powers:

- a) to adopt and amend the articles of association;
- b) to decide the Association dissolution and liquidation;
- c) to create and dissolve technical committees and other bodies;
- d) to elect and dismiss the members of the Executive Board from amongst its members;
- e) to elect and dismiss the President and Vice-President from amongst the Executive Board members;
- f) to decide on admission of new members and exclusion of members;
- g) to approve budget and annual membership fees for the coming business year;
- h) to approve the engagement of the audit firm by the Executive Board pursuant to Article XV clause (e);
- i) to approve the annual report issued by the audit firm pursuant to Article XVIII para. (4) and the accounts of the Association;
- j) to adopt, after approval of the annual report issued by the audit firm, resolutions discharging the members of the Executive Board from all liabilities;
- k) to pass resolutions on matters which are by law or by these articles of association reserved to the Association General Assembly or validly submitted to it by the Executive Board.

XI. MEETINGS OF THE ASSOCIATION GENERAL ASSEMBLY

The ordinary Association General Assembly meeting is held annually, before the end of the second quarter, upon invitation by the President of the Association. Extraordinary Association General Assembly may be called by Executive Board decision, or by the request of at least 20 % of the members.

The notice shall state the place and time of the meeting, the items of the agenda as well as the motions for consideration, if any. Meetings must be called at least 20 (twenty) days in advance. Members may attend meetings in person or by telephone conference call. A quorum for meetings of the Association General Assembly shall be established by the participation in the meeting of at least the absolute majority of all members.

No later than twenty days prior to the day of the ordinary General Assembly, the Executive Board's annual report and the auditors' report shall be made available to the members for inspection at the registered office of the Association. Each member may request a copy of such documents to be sent to him or her without delay. Reference thereto is to be made in the notice calling the General Assembly.

If no objection is raised, the members may hold an Association General Assembly without observing the prescribed formalities of calling the meeting. As long as the absolute majority of all members is present in person or by telephone conference call, all items within the powers of the Association General Assembly may validly be discussed and decided upon at such a meeting.

The Association General Assembly will be chaired by the President or, in the case of his inability, the Vice-President or another Executive Board member in case of inability of both the President and the Vice-President.

XII. VOTING RIGHTS OF THE GENERAL ASSEMBLY

Each member has one vote at the General Assembly.

Votes are transferable to another member: members may, by written power of attorney, authorize the representative of another member to act as their proxy at the Association General Assembly Meeting. The same proxy-holder may represent no more than one other member.

XIII. RESOLUTIONS OF THE GENERAL ASSEMBLY

Unless provided otherwise by mandatory provisions of the law or by the articles of association, resolutions shall be passed, and elections shall be made, by the absolute majority of the votes cast by members either present or represented at the Association General Assembly meeting. Decisions on admission or expulsion of members, dissolution of the Association or amendments of its articles of association are made by a 2/3 (two/third) majority of the votes cast by members either present or represented.

A member is not entitled to vote a resolution proposing its own expulsion.

The chairperson of the meeting will have the casting vote in the event of a tie.

Executive Board

XIV. ELECTION TERM OF THE EXECUTIVE BOARD

The Executive Board will be composed at least of 6 (six) members who must be representatives of members of the Association. The Association General Assembly shall elect the Executive Board members among the representatives of the members and designate the President and the Vice-President of the Association among the Executive Board members.

Except for the initial term which shall last until the end of the PHABULOμS Project (expected on or about end of 2023), each member of the Executive Board shall serve for a two-year term following his/her election, such term ending on the day of the respective ordinary General Assembly.

Members of the Executive Board may be re-elected.

The Association is legally bound by the joint signatures of two members of the Executive Board or by the joint signatures of one Executive Board member and the Managing Director.

Notwithstanding the foregoing, the Founding members have approved the composition of the initial Executive Board exclusively for the whole term of the PHABULOμS Project as follows:

- one representative from each of the 3 UV imprint companies' founding members (namely SUSS MicroOptics SA, Morphotonics B.V. and Nanocomp Oy Ltd.) and
- the PHABULOμS Project Technical Coordinator, designated by CSEM Centre Suisse d'Electronique et de Microtechnique SA ("CSEM") and

- one representative from Joanneum Research Forschungsgesellschaft mbH and
- one representative from any of the other members.
- the President shall be a representative of one of the UV imprint private companies.

XV. POWERS OF THE EXECUTIVE BOARD

The Executive Board shall take the appropriate measures to achieve the goals of the Association; it shall perform, inter alia, the following functions:

- a. Prepare an annual program and budget for the consideration of the General Assembly;
- b. Day to Day management decisions, not directly handled by the Managing Director. The Executive Board shall, in particular, assess the requests for services transmitted via the Front Office and issue a final decision on the request for services, designating the prime contractor. The prime contractor, with the support of the Front Office, will choose the secondary contractors for each request for services according to the Association's organisational rules;
- c. Establishment and amendment of the Association's organisational rules to be defined according to the Grant Agreement n°871710 before month 24 of the PHABULOµS Project;
- d. Subject to the approval of the General Assembly, the Executive Board shall, for each financial year, engage an audit firm.

The Executive Board shall convene as often as the Association's affairs require. All its members may request the convocation of a meeting, stating grounds for this request.

Executive Board meetings may also be held by way of telephone and / or video conferences. Resolutions may be passed in writing (including email).

The Executive Board has a quorum if the majority (>50%) of its members are present at a meeting. All decisions are taken by simple majority of the members present at the meeting, unless otherwise provided in the articles of association or the law. The President or, in his/her absence, the Vice-President, will have the casting vote in the event of a tie.

The members of the Executive Board shall principally perform their duties on a voluntary basis. They are entitled to the reimbursement of their actual expenses.

XVI. FRONT OFFICE

The Front Office, managed by the Managing Director, executes the decisions of the Association General Assembly and the Executive Board.

The Managing Director, in consultation with the Executive Board, manages the budget of the Association and may hire staff or external service providers to assist in fulfilling the mission of the Association. The Managing Director shall be designated and seconded by CSEM as Project Coordinator exclusively for the duration of the PHABULOµS Project. After the end of the PHABULOµS Project, the Managing Director will be designated by the Executive Board. He/she

will be compensated for his/her work and reimbursed for any out-of-pocket expenses reasonably incurred.

The Managing Director shall administer the affairs of the Association and represent the Association vis-à-vis third parties in accordance with organizational rules and policies established in consultation with the Executive Board.

The Managing Director shall have the right to be present, without vote, at all meetings of the Association General Assembly and Executive Board, and he/she shall have the authority to sign on behalf of the Association (by the joint signatures of one Executive Board member and the Managing Director).

XVII. ADMINISTRATIVE PROCEDURES

The Executive Board shall prepare an annual report on its activities and those of the Association.

The members of the Executive Board may adopt procedures to implement internal administrative functions of the Association.

Auditors

XVIII. ELECTION, TERM OF OFFICE

The auditors shall be elected by in accordance with Article X clause (h) and Article XV clause (e) of the articles of association for a term of office of one year. After expiry of their term they may be re-elected.

Auditors may only be professional auditing firms.

The auditors shall audit the accounts and examine the books of the Association in accordance with pertaining Swiss law. They are entitled to require such evidence as they deem appropriate.

One annual audit is to take place within two calendar months from the close of each financial year (Article XIX). The auditors' report shall be submitted by the Executive Board to the Association General Assembly meeting for approval.

XIX. FINANCIAL YEAR

The accounts of the Association will be established on December 31 each year, and for the first time on 31 December 2021.

XX. DISSOLUTION AND LIQUIDATION

The Association will be dissolved

- a) when it has fulfilled its purposes;

- b) by vote of the members according to Article XIII;
- c) in the circumstances provided for by the law.

In case of liquidation, the remaining assets must be assigned to a public utility entity pursuing similar objectives to those of the Association.

XXI. Governing Law - Disputes

These articles of association and all regulations promulgated thereunder shall be governed by the laws of Switzerland.

All disputes arising in connection with these articles of association or regulations based on these articles of association shall be settled in accordance with the Rules of the International Chamber of Commerce by one arbitrator, unless otherwise agreed. The place of arbitration shall be Geneva. The arbitral procedure shall be conducted in English.

XXII. ENTRY INTO FORCE

The Association shall enter into force upon digital signature of the founding members.

Duly digitally signed by the founding members:

CSEM Centre Suisse d'Electronique et de Microtechnique SA Recherche et Développement

Signature



Name: Mario EL-KHOURI

Title: CEO

Date

Signature



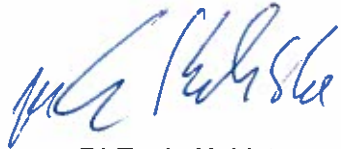
Name: Rolando FERRINI

Title: Sector Head

Date 20.8.2020

JOANNEUM RESEARCH Forschungsgesellschaft mbH

Signature:



Name: ppa. DI Erwin Kubista

Title: Authorized Signatories



ppa. DI Helmut Wiedenhofer

Date: August 25th, 2020

Amires s.r.o.,

Signature:

Name: Rudolf Fryček, PhD.

Title: CEO

Date


4th September 2020

SUSS MicroOptics SA

Signature

A handwritten signature in blue ink, appearing to be 'Reinhard Völkel', written over a light blue rectangular background.

Name: Reinhard Völkel

Title: CEO

Date

Signature

A handwritten signature in blue ink, appearing to be 'Martin Eisner', written over a light blue rectangular background.

Name: Martin Eisner

Title: CTO

Date 11.08.2020

Morphotonics B.V.

Signature




Name: Onno Lint

Title: Co-director

Date

29-09-2020


J.M. ter Meulen
Co-director
29-9-2020

Nanocomp Oy Ltd

Signature



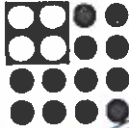
Name: Veli-Pekka Leppänen

Title: CEO

Date

25th August, 2020

WIELANDTS UPMT s.a.



Wielandts UPMT s.a.
Rue Bois Saint-Jean 15/1
B-4102 Seraing
Belgium
VAT: BE0537.956.555

Signature 

Name: Marc Wielandts

Title: CEO

Date 22-07-2020

Laser Engineering Applications SA

Signature



LASEA S.A.
Liege Science Park
Rue des Chasseurs Ardennais, 10
B-4031 ANGLEUR (Belgium)

Name: Axel KUPISIEWICZ

Title: CEO

Date

24/09/20

Limbak 4PI SL

Signature 

Name Pablo Benítez

Title CTO

Date JULY 23rd, 2020



PowerPhotonic Ltd

Signature

Name: Richard Clarke

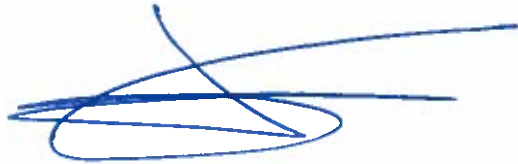
Title: Financial Director

Date

4 September 2020

European Photonics Industry Consortium

Signature

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Name: Jose Pozo

Title: CTO

Date 13/07/2020

Teknologian Tutkimuskeskus VTT Oy

Signature 

Jussi PAAKKARI

Vice President, Sensing and integration

Date: 3.9.2020

Place: Oulu

The CEA – Commissariat à l'Energie Atomique et aux Energies Alternatives

Signature

Name: Agnès ARNAUD

Title: Head of Optics and Photonics Division

Date

08.27.2020

A handwritten signature in black ink, consisting of stylized, overlapping loops and a long horizontal stroke at the bottom.

Agnès ARNAUD
Chef du Département
Optique et PhoTonique

- b) the President and one EB Member of the PHABULOuS Pilot Line Association (both English and French versions)

Articles of Association

PHABULOU S Pilot Line Association

I. NAME AND DOMICILE

Under the name of “**PHABULOU S Pilot Line Association**” exists a non-profit making association in the meaning of articles 60 to 79 of the Swiss Civil Code. This Association is an independent legal entity with legal capacity. It is governed by Swiss law. Its duration is unlimited.

The Association is domiciled in Neuchâtel, Switzerland where it will be entered in the Commercial Register as soon as these articles of association have been adopted.

The official language of the Association is English.

II. ASSOCIATION PURPOSE

The Association is established within the framework of the H2020 European research project entitled “Pilot-Line Providing Highly Advanced & Robust Manufacturing Technology for Optical Free-Form Micro-Structures” funded by the European Commission (“**PHABULOU S Project**”).

The purpose of PHABULOU S Pilot-Line Association is to:

- implement the PHABULOU S Project in accordance with the Grant Agreement n°871710;
- unify European research and technology organisations and industrial partners into a pilot-line for the design and manufacturing of free-form microoptics solutions;
- test the efficiency of the pilot line concept through the validation of requests for piloting services within the implementation of the PHABULOU S Project;
- promote advanced photonics technologies and solutions and offer a single-entry point (one-stop shop) in order to facilitate access to comprehensive problem-solving competency for the complete production chain, which is intended to continue after the PHABULOU S Project;
- represent the interests of the PHABULOU S Pilot Line community on a national and international basis.

To achieve this aim, the PHABULOU S Pilot Line Association may run a management office (The “**Front Office**”) under the supervision of the Executive Board to deal with all administrative and organizational duties and to actively manage marketing and relationships with end users and further build up the ecosystem.

The Association may engage in all activities and take all actions necessary and appropriate to carry out the above objectives.

III. MEMBERSHIP

- a) All legal entities active in the field of manufacturing and integrating free-form microoptics solutions at any position of the value chain and willing to support the aims of the Association and to stick to these articles of association can become member of PHABULOuS Pilot Line Association.
- b) The founding members as per the Association's deed of incorporation are the initial members of the Association.
- c) Members have all rights and obligations that are mentioned in these articles of association and the applicable law.
- d) Every member assigns a person as a representative for the Association General Assembly.

IV. MEMBERSHIP FEES

Each member will pay a reasonable membership fee that will be fixed annually by the Association General Assembly. The membership fee shall not be excessive.

Membership fees will be due on demand for payment and shall be paid within 30 days.

Founding members are exempted from paying the annual membership fee during the term of the PHABULOuS Project.

V. BEGINNING AND END OF MEMBERSHIP

The founding members are the initial members of the Association. Otherwise, an application to become a member of the Association may be submitted at any time in writing to the Front Office with a statement identifying and describing the applicant organisation and its interest in participating in the Association. Such application must contain a signed acceptance to the pre-established terms and conditions of membership. The Association General Assembly decides on the acceptance of new members.

Membership ceases:

- a) Members may resign from the Association without giving reasons by notifying the Executive Board in writing. The resignation shall become effective when four (4) months have passed from dispatching the notification. After the resignation, the resigned member shall have no obligations and/or liabilities whatsoever towards the Association or any of its members, unless otherwise explicitly agreed by the resigning member. For the avoidance of any doubt, resignation shall not relieve the members of their obligations under the PHABULOuS Project grant agreement and consortium agreement and/or separate agreements concluded for running piloting projects and /or services within the PHABULOuS Pilot Line Association. The membership fee to be paid by the resigning member will be reduced proportionally by the number of remaining months until the end of the calendar year after the resignation became effective;
- b) By exclusion ordered by the Association General Assembly;
- c) For non-payment of dues for more than one year.

Unless otherwise provided above, the membership fee for the current year remains due. Members who have resigned or who are excluded have no rights against the assets of the Association.

VI. RESOURCES

The Association derives its resources from:

- a) public subsidies;
- b) broker fees from piloting & manufacturing services;
- c) membership fees, contributions and donation provided by the members or third parties;
- d) income from events and other activities;
- e) any other resources authorized by the law.

The funds shall be used in accordance with the Association's purpose (II).

VII. LIABILITY

The Association's assets are solely liable for any obligations and commitments contracted in its name. The members of the Association shall not be liable for the obligations or debts of the Association. Any personal liability of the members of the Executive Board and of the Front Office staff for the debts and liabilities of the Association is excluded.

VIII. PHABULOuS Pilot Line Association CORPORATE BODIES

The corporate bodies of the Association are:

- a) the Association General Assembly;
- b) the Executive Board;
- c) The Front Office;
- d) the Auditors.

The Association General Assembly

IX. CONSTITUTION OF THE ASSOCIATION GENERAL ASSEMBLY

The Association General Assembly consists of one authorized representative of every members of the Association. The Managing Director (XVII) and, during the PHABULOuS Project, the Project Technical Director shall have the right to be present, without vote, at all meetings of the Association General Assembly. Guests may also be invited to the Association General Assembly meeting.

X. POWERS OF THE ASSOCIATION GENERAL ASSEMBLY

The Association General Assembly shall have the following powers:

- a) to adopt and amend the articles of association;
- b) to decide the Association dissolution and liquidation;
- c) to create and dissolve technical committees and other bodies;
- d) to elect and dismiss the members of the Executive Board from amongst its members;
- e) to elect and dismiss the President and Vice-President from amongst the Executive Board members;
- f) to decide on admission of new members and exclusion of members;
- g) to approve budget and annual membership fees for the coming business year;
- h) to approve the engagement of the audit firm by the Executive Board pursuant to Article XV clause (d);
- i) to approve the annual report issued by the audit firm pursuant to Article XVIII para. (4) and the accounts of the Association;
- j) to adopt, after approval of the annual report issued by the audit firm, resolutions discharging the members of the Executive Board from all liabilities;
- k) to pass resolutions on matters which are by law or by these articles of association reserved to the Association General Assembly or validly submitted to it by the Executive Board.

XI. MEETINGS OF THE ASSOCIATION GENERAL ASSEMBLY

The ordinary Association General Assembly meeting is held annually, before the end of the second quarter, upon invitation by the President of the Association. Extraordinary Association General Assembly may be called by Executive Board decision, or by the request of at least 20 % of the members.

The notice shall state the place and time of the meeting, the items of the agenda as well as the motions for consideration, if any. Meetings must be called at least 20 (twenty) days in advance. Members may attend meetings in person or by telephone conference call. A quorum for meetings of the Association General Assembly shall be established by the participation in the meeting of at least the absolute majority of all members.

No later than twenty days prior to the day of the ordinary General Assembly, the Executive Board's annual report and the auditors' report shall be made available to the members for inspection at the registered office of the Association. Each member may request a copy of such documents to be sent to him or her without delay. Reference thereto is to be made in the notice calling the General Assembly.

If no objection is raised, the members may hold an Association General Assembly without observing the prescribed formalities of calling the meeting. As long as the absolute majority of all members is present in person or by telephone conference call, all items within the powers of the Association General Assembly may validly be discussed and decided upon at such a meeting.

The Association General Assembly will be chaired by the President or, in the case of his inability, the Vice-President or another Executive Board member in case of inability of both the President and the Vice-President.

XII. VOTING RIGHTS OF THE GENERAL ASSEMBLY

Each member has one vote at the General Assembly.

Votes are transferable to another member: members may, by written power of attorney, authorize the representative of another member to act as their proxy at the Association General Assembly Meeting. The same proxy-holder may represent no more than one other member.

XIII. RESOLUTIONS OF THE GENERAL ASSEMBLY

Unless provided otherwise by mandatory provisions of the law or by the articles of association, resolutions shall be passed, and elections shall be made, by the absolute majority of the votes cast by members either present or represented at the Association General Assembly meeting. Decisions on admission or expulsion of members, dissolution of the Association or amendments of its articles of association are made by a 2/3 (two/third) majority of the votes cast by members either present or represented.

A member is not entitled to vote a resolution proposing its own expulsion.

The chairperson of the meeting will have the casting vote in the event of a tie.

Executive Board

XIV. ELECTION TERM OF THE EXECUTIVE BOARD

The Executive Board will be composed at least of 6 (six) members who must be representatives of members of the Association. The Association General Assembly shall elect the Executive Board members among the representatives of the members and designate the President and the Vice-President of the Association among the Executive Board members.

Except for the initial term which shall last until the end of the PHABULOuS Project (expected on or about end of 2023), each member of the Executive Board shall serve for a two-year term following his/her election, such term ending on the day of the respective ordinary General Assembly.

Members of the Executive Board may be re-elected.

The Association is legally bound by the joint signatures of two members of the Executive Board or by the joint signatures of one Executive Board member and the Managing Director.

Notwithstanding the foregoing, the Founding members have approved the composition of the initial Executive Board exclusively for the whole term of the PHABULOuS Project as follows:

- one representative from each of the 3 UV imprint companies' founding members (namely SUSS MicroOptics SA, Morphotonics B.V. and Nanocomp Oy Ltd.) and
- the PHABULOuS Project Technical Coordinator, designated by CSEM Centre Suisse d'Electronique et de Microtechnique SA ("CSEM") and

- one representative from Joanneum Research Forschungsgesellschaft mbH and
- one representative from any of the other members.
- the President shall be a representative of one of the UV imprint private companies.

XV. POWERS OF THE EXECUTIVE BOARD

The Executive Board shall take the appropriate measures to achieve the goals of the Association; it shall perform, inter alia, the following functions:

- a. Prepare an annual program and budget for the consideration of the General Assembly;
- b. Day to Day management decisions, not directly handled by the Managing Director. The Executive Board shall, in particular, assess the requests for services transmitted via the Front Office and issue a final decision on the request for services, designating the prime contractor. The prime contractor, with the support of the Front Office, will choose the secondary contractors for each request for services according to the Association's organisational rules;
- c. Establishment and amendment of the Association's organisational rules to be defined according to the Grant Agreement n°871710 before month 24 of the PHABULOuS Project;
- d. Subject to the approval of the General Assembly, the Executive Board shall, for each financial year, engage an audit firm.

The Executive Board shall convene as often as the Association's affairs require. All its members may request the convocation of a meeting, stating grounds for this request.

Executive Board meetings may also be held by way of telephone and / or video conferences. Resolutions may be passed in writing (including email).

The Executive Board has a quorum if the majority (>50%) of its members are present at a meeting. All decisions are taken by simple majority of the members present at the meeting, unless otherwise provided in the articles of association or the law. The President or, in his/her absence, the Vice-President, will have the casting vote in the event of a tie.

The members of the Executive Board shall principally perform their duties on a voluntary basis. They are entitled to the reimbursement of their actual expenses.

XVI. FRONT OFFICE

The Front Office, managed by the Managing Director, executes the decisions of the Association General Assembly and the Executive Board.

The Managing Director, in consultation with the Executive Board, manages the budget of the Association and may hire staff or external service providers to assist in fulfilling the mission of the Association. The Managing Director shall be designated and seconded by CSEM as Project Coordinator exclusively for the duration of the PHABULOuS Project. After the end of the PHABULOuS Project, the Managing Director will be designated by the Executive Board. He/she

will be compensated for his/her work and reimbursed for any out-of-pocket expenses reasonably incurred.

The Managing Director shall administer the affairs of the Association and represent the Association vis-à-vis third parties in accordance with organizational rules and policies established in consultation with the Executive Board.

The Managing Director shall have the right to be present, without vote, at all meetings of the Association General Assembly and Executive Board, and he/she shall have the authority to sign on behalf of the Association (by the joint signatures of one Executive Board member and the Managing Director).

XVII. ADMINISTRATIVE PROCEDURES

The Executive Board shall prepare an annual report on its activities and those of the Association.

The members of the Executive Board may adopt procedures to implement internal administrative functions of the Association.

Auditors

XVIII. ELECTION, TERM OF OFFICE

The auditors shall be elected by in accordance with Article X clause (h) and Article XV clause (d) of the articles of association for a term of office of one year. After expiry of their term they may be re-elected.

Auditors may only be professional auditing firms.

The auditors shall audit the accounts and examine the books of the Association in accordance with pertaining Swiss law. They are entitled to require such evidence as they deem appropriate.

One annual audit is to take place within two calendar months from the close of each financial year (Article XIX). The auditors' report shall be submitted by the Executive Board to the Association General Assembly meeting for approval.

XIX. FINANCIAL YEAR

The accounts of the Association will be established on December 31 each year, and for the first time on 31 December 2021.

XX. DISSOLUTION AND LIQUIDATION

The Association will be dissolved

- a) when it has fulfilled its purposes;

- b) by vote of the members according to Article XIII;
- c) in the circumstances provided for by the law.

In case of liquidation, the remaining assets must be assigned to a public utility entity pursuing similar objectives to those of the Association.

XXI. Governing Law - Disputes

These articles of association and all regulations promulgated thereunder shall be governed by the laws of Switzerland.

These articles of association shall be drafted in two versions, in French and English. If any question of interpretation arises, only the French version shall prevail. All disputes arising in connection with these articles of association or regulations based on these articles of association shall be settled in accordance with the Rules of the International Chamber of Commerce by one arbitrator, unless otherwise agreed. The place of arbitration shall be Geneva. The arbitral procedure shall be conducted in English.

XXII. ENTRY INTO FORCE

These bylaws have been amended and approved by the Association General Assembly on October 19, 2020 and enter into force with immediate effect.

Signed by

The President

Signature

Name: Toralf Scharf

Date 12.11.2020

Executive Board Member

Signature

Name: Oscar Fernandez

Date 27.10.2020

STATUTS

PHABULOU S Pilot Line Association

I. DENOMINATION ET SIEGE

Sous la dénomination de **"PHABULOU S Pilot Line Association"** est constituée une association à but non lucratif au sens des articles 60 à 79 du Code civil suisse. Cette association est une entité juridique indépendante dotée de la capacité juridique. Elle est régie par le droit suisse. Sa durée est illimitée.

Le siège est situé à Neuchâtel, en Suisse, et l'Association sera inscrite au registre du commerce du canton de Neuchâtel dès que les présents statuts auront été adoptés.

La langue officielle de l'Association est l'anglais.

II. BUT

L'Association est établie dans le cadre du projet de recherche européen Horizon 2020 financé par la Commission européenne sous le titre *"Pilot-Line Providing Highly Advanced & Robust Manufacturing Technology for Optical Free-Form Micro-Structures"* (**"PHABULOU S Project"**).

PHABULOU S Pilot Line Association poursuit les buts suivants :

- Implémenter le projet PHABULOU S conformément à la convention de subvention numéro 871710 ;
- réunir les organismes de recherche et de technologie ainsi que les partenaires industriels européens autour de la création d'une ligne pilote pour la conception et la fabrication de solutions micro-optiques de forme libre ;
- tester l'efficacité du concept de la ligne pilote par la validation des demandes de services de pilotage dans le cadre de l'implémentation du projet PHABULOU S ;
- promouvoir les technologies et solutions photoniques avancées et offrir un point d'entrée unique (guichet unique) afin de faciliter l'accès à une compétence globale de résolution de problèmes pour l'ensemble d'une chaîne de production, ce qui devrait se poursuivre au-delà du projet PHABULOU S ;
- représenter les intérêts de la communauté de la ligne pilote PHABULOU S aux niveaux national et international.

Pour atteindre cet objectif, la PHABULOU S Pilot Line Association peut mettre en place un bureau de gestion (le "Front Office"), sous la supervision du Comité, afin de s'occuper de toutes les tâches administratives et organisationnelles ainsi que de gérer activement le marketing et les relations avec les utilisateurs finaux et de poursuivre le développement de l'écosystème.

L'Association peut s'engager dans toutes les activités et prendre toutes les mesures nécessaires et appropriées pour réaliser les objectifs ci-dessus.

III. ADHESION

- a) Peuvent devenir membre de la PHABULOuS Pilot Line Association toutes les personnes morales actives dans le domaine de la fabrication et de l'intégration de solutions microoptiques de forme libre à n'importe quel stade de la chaîne de valeur et qui sont prêtes à soutenir les objectifs de l'Association et de s'en tenir aux présents statuts.
- b) Les membres fondateurs de l'Association sont, selon l'acte constitutif de l'Association, les membres initiaux de l'Association.
- c) Les membres ont tous les droits et obligations qui sont mentionnés dans les présents statuts et le droit applicable.
- d) Chaque membre désigne une personne comme représentant à l'Assemblée Générale de l'Association.

IV. COTISATIONS

Chaque membre s'acquittera d'une cotisation raisonnable qui sera fixée chaque année par l'Assemblée Générale. La cotisation ne sera pas excessive.

Les cotisations seront dues sur demande et devront être payées dans les 30 jours.

Les membres fondateurs sont exemptés du paiement de la cotisation annuelle pendant la durée du projet PHABULOuS.

V. DEBUT ET FIN DE L'ADHESION

Les membres fondateurs sont les membres initiaux de l'Association. Une demande d'adhésion à l'Association peut être autrement soumise à tout moment, par écrit, au Front Office avec une déclaration identifiant et donnant une description de l'organisation candidate et de son intérêt à participer à l'Association. Cette demande doit contenir une acceptation signée des conditions d'adhésion préétablies. L'Assemblée Générale de l'Association décide de l'acceptation des nouveaux membres.

La qualité de membre se perd :

- a) En cas de démission. Les membres peuvent démissionner de l'Association sans donner de raisons en le notifiant par écrit au Comité. La démission prend effet au bout de quatre (4) mois à compter de l'envoi de la notification. Après la démission, le membre démissionnaire n'a aucune obligation et/ou responsabilité de quelque nature que ce soit envers l'Association ou l'un de ses membres, sauf accord explicite contraire du membre démissionnaire. Pour éviter tout doute, la démission ne libère pas les membres de leurs obligations au titre de la convention de subvention du projet PHABULOuS et de l'accord de consortium et/ou des accords séparés conclus pour la gestion de projets pilotes et/ou de services au sein de la ligne pilote PHABULOuS. La cotisation à payer par le membre démissionnaire sera réduite proportionnellement au nombre de mois restants jusqu'à la fin de l'année civile suivant la prise d'effet de la démission ;
- b) En cas d'exclusion prononcée par l'Assemblée Générale de l'Association ;
- c) En cas de défaut de paiement des cotisations pendant plus d'une année.

Sauf disposition contraire ci-dessus, la cotisation pour l'année en cours reste due. Les membres démissionnaires ou exclus n'ont aucun droit sur le patrimoine de l'Association.

VI. RESSOURCES

Les ressources de l'Association proviennent :

- a) de subventions publiques
- b) des frais de courtage des services de pilotage et de fabrication
- c) de cotisations ou de dons et legs versés par les membres ou des tiers
- d) des revenus des événements et d'autres activités
- e) de toute autre ressource autorisée par la loi

Les fonds sont utilisés conformément aux buts de l'Association (II).

VII. RESPONSABILITE

Le patrimoine de l'Association répond seul des obligations et engagements contractés en son nom. Les membres de l'Association ne sont pas responsables des obligations ou des dettes de l'Association. Toute responsabilité personnelle des membres du Comité et du personnel du Front Office pour les dettes et les engagements de l'Association est exclue.

VIII. ORGANES DE PHABULOU S Pilot Line Association

Les organes de l'Association sont:

- a) l'Assemblée Générale de l'Association
- b) le Comité
- c) le Front Office
- d) l'Organe de révision

L'Assemblée Générale de l'Association

IX. COMPOSITION DE L'ASSEMBLEE GENERALE DE L'ASSOCIATION

L'Assemblée Générale de l'Association se compose d'un représentant autorisé de chaque membre de l'Association. Le Directeur Général (XVII) et, pendant la durée du Projet PHABULOU S, le Directeur Technique du Projet ont le droit d'être présents, sans droit de vote, à toutes les réunions de l'Assemblée Générale de l'Association. Des invités peuvent également être conviés à la réunion de l'Assemblée Générale de l'Association.

X. LES POUVOIRS DE L'ASSEMBLEE GENERALE DE L'ASSOCIATION

L'Assemblée Générale de l'Association a les pouvoirs suivants:

- a) d'adopter et de modifier les statuts ;
- b) de décider de la dissolution et de la liquidation de l'Association ;
- c) de créer et dissoudre les comités techniques et autres organes ;
- d) d'élire parmi les membres et de révoquer les membres du Comité;
- e) d'élire parmi les membres du Comité et de révoquer le Président et le Vice-Président;
- f) de décider de l'admission de nouveaux membres et de l'exclusion de membres ;
- g) d'approuver le budget et les cotisations annuelles pour l'exercice à venir ;
- h) d'approuver l'engagement par le Comité de l'Organe de révision conformément à l'article XV, paragraphe d) ;
- i) d'approuver le rapport annuel publié par l'Organe de révision conformément à l'article XVIII, paragraphe (4) ainsi que les comptes de l'Association ;
- j) d'adopter, après approbation du rapport annuel de l'Organe de révision, des résolutions déchargeant les membres du Comité de toute responsabilité ;
- k) de prendre des décisions sur des questions qui sont, de par la loi ou les présents statuts, réservées à l'Assemblée Générale de l'Association ou qui lui sont valablement soumises par le Comité.

XI. REUNIONS DE L'ASSEMBLEE GENERALE DE L'ASSOCIATION

L'Assemblée Générale ordinaire de l'Association se tient chaque année, avant la fin du deuxième trimestre, sur invitation du Président de l'Association. L'Assemblée Générale extraordinaire de l'Association peut être convoquée par décision du Comité ou à la demande d'au moins 20 % des membres.

La convocation indique le lieu et la date de la réunion, les points de l'ordre du jour ainsi que, le cas échéant, les motions à examiner. Les réunions doivent être convoquées au moins 20 (vingt) jours à l'avance. Les membres peuvent assister aux réunions en personne ou par conférence téléphonique. Le quorum pour les réunions de l'Assemblée Générale de l'Association est établi par la participation à la réunion d'au moins la majorité absolue de tous les membres.

Au plus tard vingt jours avant le jour de l'Assemblée Générale ordinaire, le rapport annuel du Comité et le rapport de l'Organe de révision sont mis à la disposition des membres pour inspection au siège de l'Association. Chaque membre peut demander qu'une copie de ces documents lui soit envoyée sans délai. Il doit en être fait mention dans la convocation à l'Assemblée Générale.

Si aucune objection n'est soulevée, les membres peuvent tenir une Assemblée Générale de l'Association sans observer les formalités de convocation prescrites. Tant que la majorité absolue de tous les membres est présente en personne ou par conférence téléphonique, tous les points relevant des pouvoirs de l'Assemblée Générale de l'Association peuvent être valablement discutés et décidés lors d'une telle réunion.

L'Assemblée Générale de l'Association sera présidée par le Président ou, en cas d'empêchement de celui-ci, par le Vice-Président ou par un autre membre du Comité en cas d'empêchement du Président et du Vice-Président.

XII. LES DROITS DE VOTE DE L'ASSEMBLEE GENERALE

Chaque membre dispose d'une voix à l'Assemblée Générale.

Les votes sont transférables à un autre membre : les membres peuvent, par procuration écrite, autoriser le représentant d'un autre membre à agir en tant que leur mandataire à l'Assemblée Générale de l'Association. Un même mandataire ne peut représenter plus d'un autre membre.

XIII. RESOLUTIONS DE L'ASSEMBLEE GENERALE

Sauf dispositions impératives de la loi ou des statuts, les résolutions sont prises et les élections ont lieu à la majorité absolue des voix des membres présents ou représentés à l'Assemblée Générale de l'Association. Les décisions d'admission ou d'exclusion de membres, de dissolution de l'Association ou de modification de ses statuts sont prises à la majorité des 2/3 (deux/tiers) des voix exprimées par les membres présents ou représentés.

Un membre n'est pas autorisé à voter une résolution proposant sa propre exclusion.

Le président de l'Assemblée a une voix prépondérante en cas d'égalité des voix.

Comité

XIV. DUREE DE MANDAT DU COMITE

Le Comité sera composé d'au moins 6 (six) membres qui doivent être des représentants des membres de l'Association. L'Assemblée Générale de l'Association élit les membres du Comité parmi les représentants des membres et désigne le Président et le Vice-Président de l'Association parmi les membres du Comité.

À l'exception du mandat initial qui durera jusqu'à la fin du projet PHABULOuS (prévue pour la fin de l'année 2023), chaque membre du Comité servira pour un mandat de deux ans après son élection, ce mandat se terminant le jour de l'Assemblée Générale ordinaire concernée.

Les membres du Comité sont rééligibles.

L'Association est légalement liée par les signatures conjointes de deux membres du Comité ou par les signatures conjointes d'un membre du Comité et du Directeur Général.

Nonobstant ce qui précède, les membres fondateurs ont approuvé la composition du Comité initial exclusivement pour toute la durée du Projet PHABULOuS comme suit :

- un représentant de chacun des trois membres fondateurs des sociétés spécialisées dans l'impression UV de composants optiques (à savoir SUSS MicroOptics SA, Morphotonics B.V. et Nanocomp Oy Ltd.) et
- le coordinateur technique du projet PHABULOuS, désigné par le CSEM Centre Suisse d'Electronique et de Microtechnique SA ("CSEM") et
- un représentant de la Joanneum Research Forschungs GmbH et
- un représentant de l'un des autres membres.
- le Président est un représentant de l'une des sociétés privées spécialisées dans l'impression UV de composants optiques.

XV. LES POUVOIRS DU COMITE

Le Comité prend les mesures appropriées pour atteindre les objectifs de l'Association ; il exerce notamment les fonctions suivantes:

- a. Préparer un programme et un budget annuels pour l'examen par l'Assemblée Générale ;
- b. Prendre les décisions de gestion quotidienne, qui ne sont pas directement prises par le Directeur Général. Le Comité évalue notamment les demandes de services transmises par le Front Office et rend une décision finale sur la demande de services, en désignant le contractant principal. Ce dernier, avec le soutien du Front Office, choisira les contractants secondaires pour chaque demande de services selon les règles d'organisation de l'Association ;
- c. Etablissement et modification du règlement d'organisation de l'Association à définir selon la convention de subvention n°871710 avant le 24ème mois du projet PHABULOuS ;
- d. Sous réserve de l'approbation de l'Assemblée générale, le Bureau exécutif engage, pour chaque exercice, un organe de révision.

Le Comité se réunit aussi souvent que les affaires de l'Association l'exigent. Tous ses membres peuvent demander la convocation d'une réunion, en motivant leur demande.

Les réunions du Comité peuvent également se tenir par téléphone et/ou par vidéoconférence. Les résolutions peuvent être adoptées par écrit (y compris par courrier électronique).

Le Comité a un quorum si la majorité (>50%) de ses membres sont présents à une réunion. Toutes les décisions sont prises à la majorité simple des membres présents à la réunion, sauf disposition contraire des statuts ou de la loi. Le Président ou, en son absence, le Vice-Président, a une voix prépondérante en cas d'égalité des voix.

Les membres du Comité exercent leurs fonctions principalement sur une base volontaire. Ils ont droit au remboursement de leurs frais effectifs.

XVI. FRONT OFFICE

Le Front Office, géré par le Directeur Général, exécute les décisions de l'Assemblée Générale de l'Association et du Comité.

Le Directeur Général, en consultation avec le Comité, gère le budget de l'Association et peut engager du personnel ou des prestataires de services externes pour l'aider à remplir la mission de l'Association. Le Directeur Général est désigné et mis à disposition par le CSEM en tant que coordinateur du projet exclusivement pour la durée du projet PHABULOuS. Lorsque le Projet PHABULOuS est terminé, le Directeur Général sera désigné par le Comité. Il sera rémunéré pour son travail et remboursé de toutes les dépenses engagées de façon raisonnable.

Le Directeur Général gère les affaires de l'Association et représente l'Association vis-à-vis des tiers conformément aux règles et politiques d'organisation établies en consultation avec le Comité.

Le Directeur Général a le droit d'être présent, sans droit de vote, à toutes les réunions de l'Assemblée Générale et du Comité de l'Association, et il a le pouvoir de signer au nom de l'Association (conjointement avec un membre du Comité).

XVII. LES PROCEDURES ADMINISTRATIVES

Le Comité prépare un rapport annuel sur ses activités et celles de l'Association.

Les membres du Comité peuvent adopter des procédures pour la mise en place des fonctions administratives internes de l'Association.

Organe de révision

XVIII. ELECTION, DUREE DES MANDATS

L'Organe de révision est élu conformément à l'article X, point h), et à l'article XV, point d), des statuts pour un mandat d'un an. À l'expiration de son mandat, il peut être réélu.

L'Organe de révision ne peut être qu'un cabinet de révision professionnel.

L'Organe de révision vérifie et examine les comptes de l'Association conformément au droit suisse applicable. Il est autorisé à exiger les preuves qu'il juge appropriées.

Une révision annuelle doit avoir lieu dans les deux mois civils suivant la clôture de chaque exercice (article XIX). Le rapport de l'Organe de révision est soumis par le Comité à l'Assemblée Générale de l'Association pour approbation.

XIX. L'EXERCICE BUDGETAIRE

Les comptes de l'Association seront établis le 31 décembre de chaque année, et pour la première fois le 31 décembre 2021.

XX. LA DISSOLUTION ET LA LIQUIDATION

L'Association sera dissoute

- a) lorsqu'elle a rempli ses objectifs ;
- b) par le vote des membres conformément à l'article XIII ;
- c) dans les circonstances prévues par la loi.

En cas de liquidation, les actifs restants doivent être affectés à une entité d'utilité publique poursuivant des objectifs similaires à ceux de l'Association.

XXI. DROIT APPLICABLE - LITIGES

Les présents statuts et tous les règlements établis en vertu de ceux-ci sont régis par le droit suisse.

Les présents statuts sont établis en deux versions, à savoir en langue française et en langue anglaise. En cas de difficulté d'interprétation, seule la version française fait foi.

Sauf convention contraire, tous les litiges relatifs aux présents statuts ou aux règlements fondés sur ceux-ci seront réglés conformément au Règlement de la Chambre de commerce internationale par un seul arbitre. Le lieu de l'arbitrage est Genève. La procédure d'arbitrage se déroulera en anglais.

XXII. ENTRÉE EN VIGUEUR

Les présents statuts ont été révisés et approuvés par l'Assemblée générale de l'Association le 19 octobre 2020 et ils entrent en vigueur immédiatement.

Dûment signé par


Le Président

Signature 

Name: Toralf Scharf

Date 12.11.2020

Membre du Comité

Signature 

Name: Oscar Fernandez

Date 27.10.2020

7.2. Letter of Intent (LoI) from FhG

Letter of Intent (LoI) signed by FhG and expressing the interest to apply to become the 14th member of the PHABULOUS pilot line in 2021.

Fraunhofer FEP | Winterbergstrasse 28 | 01277 Dresden

CSEM Centre Suisse d'Electronique et de
Microtechnique SA
Rolando Ferrini
Rue Jaquet Droz 1

NEUCHÂTEL 2000

Switzerland



Fraunhofer-Institute for
Organic Electronics, Electron Beam and
Plasma Technology FEP

Director
Prof. Dr. Volker Kirchhoff

Winterbergstrasse 28
01277 Dresden
Germany

Dr. John Fahiteich
Phone +49 351 2586-0
Fax +49 351 2586-105
name@fep.fraunhofer.de
www.fep.fraunhofer.de

Dresden, 08/12/2020

Letter of Interest for joining the PHABULOUS association as Pilot Line
Member

Dear Dr. Ferrini,

The Fraunhofer Institute for Organic Electronics, Electron Beam and Plasma Technology (FEP) is one of 69 research institutes within the Fraunhofer Society, the largest society for applied research in Europe. The core competences of the FEP are electron beam technologies, vacuum thin film deposition techniques (Sputtering, Evaporation and PECVD) and technologies for manufacturing organic electronic devices in sheet-to-sheet and roll-to-roll processing on pilot scale. FEP has strong experience in optical characterization and quality control of thin film layer stacks on rigid and flexible substrates. Fraunhofer FEP runs three cluster batch coaters (up to 300 mm wafer), 5 pilot scale roll-to-roll vacuum web coaters (200 mm, 300 mm and 600 mm web width) and a set of sheet-to-sheet thin film coating machines (up to 1200 x 900 mm² substrate size) suitable for optical coatings on planar and structured surfaces. As a member of the PHABULOUS Horizon 2020 project consortium, Fraunhofer FEP is already actively contributing to the creation and implementation of the PHABULOUS pilot line.

Under the provision of legal approval by the Fraunhofer Headquarter, Fraunhofer FEP **hereby confirms a strong interest** in becoming member of the PHABULOUS **association** during the first half of the year 2021. Fraunhofer FEP thereby intends to contribute to the PHABULOUS pilot line:

- Optical characterization and quality control services
- Optical thin film coatings (reflective, anti-reflection, optical filter stacks)

to all three pillars of the pilot line (wafer-scale, roll-to-plate and roll-to-roll).

We are looking forward to a continuous and prosperous collaboration.

Best Regards

Dr. Nicolas Schiller
- Deputy Director of Fraunhofer FEP -

Fraunhofer-Gesellschaft zur Förderung der angewandten Forschung e.V., München
Executive Board
Prof. Dr.-Ing. habil. Prof. E.h. Dr.-Ing. E.h. mult. Dr. h.c. Reimund Neugebauer, President
Prof. Dr. rer. publ. ass. iur. Alexander Kurz
Prof. Dr. Ralf B. Wehrspohn
Dipl.-Kfm. Andreas Meuer



Cheques and transfers payable to
Deutsche Bank, München
Account 752193300 BLZ 700 700 10
IBAN DE86 7007 0010 0752 1933 00
BIC (SWIFT-Code) DEUTDE33
V.A.T.-Ident-No. DE129515865
Tax-Number 143/215/20392

7.3. Certified extract of the registration of the Association at the Commercial Register

Certified extract of the registration of the PHABULOuS Pilot Line Association at the Commercial Register in Neuchâtel, Switzerland.



REGISTRE DU COMMERCE DU CANTON DE NEUCHÂTEL

Extrait avec éventuelles radiations

EXTRAIT DU REGISTRE

No réf. 03829/2020

IDE/UID CHE-399.080.334

PHABULOuS Pilot Line Association

inscrite le 10 décembre 2020

Association

Réf.	Nom
1	PHABULOuS Pilot Line Association
Réf.	Siège
1	Neuchâtel
Réf.	Adresse
1	rue Jaquet-Droz 1, c/o CSEM Centre Suisse d'Electronique et de Microtechnique, Recherche et Développement, 2000 Neuchâtel
Réf.	Date(s) des Statuts
1	19.10.2020
Réf.	But, Observations
1	<p><u>But:</u></p> <p>l'association est établie dans le cadre du projet de recherche européen Horizon 2020 financé par la Commission européenne sous le titre "Pilot-Line Providing Highly Advanced & Robust Manufacturing Technology for Optical Free-Form Micro-Structures" ("PHABULOuS Project"). Elle poursuit les buts suivants: implémenter le projet PHABULOuS conformément à la convention de subvention numéro 871710; réunir les organismes de recherche et de technologie ainsi que les partenaires industriels européens autour de la création d'une ligne pilote pour la conception et la fabrication de solutions micro-optiques de forme libre; tester l'efficacité du concept de la ligne pilote par la validation des demandes de services de pilotage dans le cadre de l'implémentation du projet PHABULOuS; promouvoir les technologies et solutions photoniques avancées et offrir un point d'entrée unique (guichet unique) afin de faciliter l'accès à une compétence globale de résolution de problèmes pour l'ensemble d'une chaîne de production, ce qui devrait se poursuivre au-delà du projet PHABULOuS; représenter les intérêts de la communauté de la ligne pilote PHABULOuS aux niveaux national et international (pour but complet, cf. statuts).</p>

Réf.	Ressources
1	subventions publiques, frais de courtage des services de pilotage et de fabrication, cotisations ou dons et legs versés par les membres ou des tiers, revenus des événements et d'autres activités, toute autre ressource autorisée par la loi.

Réf.	Membres de la direction et personnes habilitées à représenter la société		
Inscr.	Mod.	Rad.	
			Nom et Prénom(s), Origine, Domicile
1			Scharf Toralf, de Neuchâtel, à Neuchâtel
1			Hartmann Paul, d'Autriche, à Weiz, A
1			Clarke Richard John George, de Grande-Bretagne, à Cheltenham, GB
1			Fernandez Perez Oscar, d'Espagne, à Pratteln
1			Leppänen Veli-Pekka, de Finlande, à Joensuu, Finlande
1			Lint Leendert Johan Onno, des Pays-Bas, à Beuningen, Pays-Bas
1			"reviXpert SA" (CHE-291.004.228), à Milvignes
1			Ferrini Rolando Stefano, d'Anniviers, à Bern
			Fonctions
			membre président du comité
			membre vice-président du comité
			membre du comité
			membre du comité
			membre du comité
			organe de révision
			directeur général
			Mode de signature
			signature collective à 2
			signature collective à 2
			signature collective à 2
			signature collective à 2
			signature collective à 2
			signature collective à 2
			signature collective à 2



Réf.	JOURNAL		PUBLICATION FOSC	
	Numéro	Date	Date	Page/Id
1	3829	10.12.2020		

Inscription non encore publiée mais approuvée par l'office fédéral du registre du commerce (art. 32, al. 1 ORC)

Neuchâtel, 11 décembre 2020



Fin de l'extrait

Seul un extrait certifié conforme, signé et muni du sceau du registre, a une valeur légale.