

**LETTER OF INTENT
BETWEEN
HUAWEI TECHNOLOGIES (NETHERLANDS) B.V.
AND
UNIVERSITY OF AMSTERDAM**

1. The University of Amsterdam and Huawei Technologies (Netherlands) B.V. hereby agree to encourage co-operation through internship programmes and other collaborative activities as stipulated below. Specific details of any activity can be set forth in a Supplemental Letter of Agreement (SLOA) which, upon signing, shall become an integral part of the Letter of Intent.
 - a. To jointly organise the participation of undergraduate students from the University of Amsterdam in Huawei's Telecom Seeds for the Future Programme for the purpose of engaging in training programmes that fit with the curriculum of their undergraduate studies;
 - b. To facilitate and support activities focused on fostering international talent, for example in the context of developing scholarship programmes;
 - c. To facilitate activities for students, including guest lectures by Huawei representatives to students and staff of the University of Amsterdam, and open house visits to Huawei offices;
 - d. To promote other activities which enhance the above mentioned goals
2. Both parties acknowledge that collaborative activities undertaken by faculty, staff and students from one party to another shall be subject to approval of both parties and shall comply with the regulations and policies of Huawei Technologies (Netherlands) B.V. and University of Amsterdam. For the latter, approval of activities is reliant on compliance with the Dutch Act on Higher Education and Research (WHW).
3. Both parties agree to review this Letter of Intent after three years following the date of signing, and acknowledge that this Letter of Intent is subject to revision and termination at any time by mutual consent or by three month's notice by either party.

Huawei Technologies (Netherlands) B.V.

University of Amsterdam

Wang Dexian

Dr. Louise J. Gunning-Scheiders

CEO

President

Date: 2014.10.28

Date: 28-10-14.

MASTER Innovation Research AGREEMENT

This Master Research Agreement ("Agreement") is made by and between

A) Huawei Technologies Oy (Finland) Co. Ltd, a Finnish company having its registered office at Lakkisepäntie 23, 00620 Helsinki, Finland and a business ID 2224718-6 (Huawei Technologies Oy (Finland) Co., Ltd. and its Affiliates collectively or respectively "COMPANY");

and;

B) VU Foundation, maintaining Vrije Universiteit Amsterdam as a privately-run University having its registered office at De Boelelaan 1105, 1081 HV Amsterdam, the Netherlands, Chamber of Commerce number 53815211 ("UNIVERSITY A");

and:

C) University of Amsterdam, a Dutch University having its registered office at Spui 21, 1012 WX Amsterdam, the Netherlands, Chamber of Commerce number 34370207 ("UNIVERSITY B").

The parties may be referred to individually as "Party" and collectively as the "Parties", and UNIVERSITY A and UNIVERSITY B collectively as the "UNIVERSITIES". RESEARCHERS as used interchangeably will mean UNIVERSITY'S researchers (professors, post-doctoral fellows, PhD students and master students) who engage in research under this Agreement.

COMPANY and UNIVERSITIES wish to enter into a collaboration to explore an "Innovation Research Lab" ("the Lab") in which the Parties will conduct research in the field of Multimodal, Multilingual and Semantic Dialogue Search Systems (the "Program"), the specific research areas of focus are determined by the Parties based on Exhibit E [mission statement] to this Agreement and may be amended through the governance structure as noted herein.

The Parties contemplate that the research to be performed under this Agreement will be of mutual interest and benefit.

The UNIVERSITIES will provide certain research facilities and infrastructure for UNIVERSITIES use, within which the research mission of the Lab and its administration will be managed by the Parties.

COMPANY shall pursuant to this Agreement fund Research Projects within the Program through the Lab and provide reimbursement for Lab administration.

NOW, THEREFORE, the Parties agree:

1.0. Definitions

"Affiliate" shall mean entities that control, or are controlled by, or are under common control with a party to this Agreement. For the purposes of this definition, 'control' shall mean direct or indirect ownership of at least fifty percent (50%) of the voting power, capital or other securities of controlled or commonly controlled entity.

"Agreement" shall mean this Master Innovation Research Agreement including the provisions set out hereunder and includes the Exhibits and any Research Projects that are created under it.

"Background" shall mean the full range of the Intellectual Property Rights, know-how and factual knowledge of a Party, including but not limited to specifications, formulae, recipes, methods, techniques, practices, processes, procedures, discoveries, inventions, innovations, plans, drawings and other technical information in or related to the Program, existing prior to the Effective Date or developed or obtained by a Party subsequent to the commencement of a Research Project, but independently of a Research Project.

"Copyrightable Works" shall mean all original works of authorship created in performance of a Research Project and in which copyright may be claimed, including software and documentations.

"Deliverables" shall mean any and all deliverables, including but not limited to technical solutions, technical samples, related documents, software, report, described and itemized in the applicable Project Specification.

"Effective Date" shall mean the latest date of signature of this Agreement.

"Governing Board" shall mean the board for strategic issues composed by representatives of all Parties as defined in article 1.5.

"Inventions" shall mean those potentially patentable discoveries, including pending patent applications and issued patents, first conceived and actually reduced to practice in performance of a Research Project.

"IPR" or "Intellectual Property Rights" shall mean any registered or unregistered patent, software, registered design, design right, design drawings, trademark, service mark, copyright, semiconductor topography right, mask work, application to register any such rights, and any other intellectual or industrial property rights of any kind recognized in any part of the world.

"Open Source License" shall mean any license that: (a) requires the licensor to permit reverse-engineering of the licensed software or other software incorporated into, derived from, or distributed with such licensed software, or (b) that requires the licensed software or other software incorporated into, derived from, or distributed with such licensed software (i) be distributed in source code form; or (ii) be distributed at no charge. Open Source Licenses include, but not limited to: (a) GNU General Public License (GPL) or Lesser/Library GPL (LGPL), (b) The Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards Source License (SISSL), (g) the Apache Server License, (h) QT Free Edition License and (i) IBM Public License.

"Open Source Software" shall mean any source or object code that is subject to an Open Source License.

"Principal Investigator" shall mean with respect to each Research Project the investigator responsible for the performance of the Research Project.

"Research Project" shall mean any individual project based on the mission statement and defined in the Exhibit A-1 Project Specification.

"Results" shall mean any tangible or intangible output of a Research Project, including Deliverables, technical solutions, technical samples, data, information that is generated in the course of a Research Project, whatever form or nature, whether or not it can be protected together with any rights attached to it including Intellectual Property Rights.

"Executive Board" shall mean the committee composed by representatives from all Parties as defined between the Parties in writing.

1.1. THE PURPOSE

THE PURPOSE OF THE AGREEMENT. The purpose of this Agreement is to establish the Lab. The Lab will perform specific Research Projects, organize periodic workshops and meetings with RESEARCHERS and COMPANY employees. For each Research Project a project specification is agreed (hereinafter "Project Specification") as attached in Exhibit A in which the Research Project is described in detail.

1.2. PROJECT SPECIFICATIONS. Each Project Specification is set out in a separate writing, attached to this Agreement forms an integral part of this Agreement. All Project Specifications shall be subject to the terms and conditions of this Agreement unless otherwise stated in writing specifically in the Project Specification. No amendment or modification of this Agreement or a particular Project Specification shall be valid or binding on the Parties unless made in a writing that specifically refers to the provisions to be amended, and that is signed by the **AUTHORIZED SIGNATORIES of the Parties**. To the extent any terms and conditions of this Agreement conflict with the terms and conditions of any Project Specification, the terms and conditions of this Agreement will supersede unless the Project Specification expressly and specifically states an intent to supersede the Agreement on a specific matter.

1.3 RESEARCH PROJECTS. In order to properly coordinate the work under a Research Project, UNIVERSITY shall designate a Principal Investigator and COMPANY shall designate a Technical Lead and they shall inform each other of the names of these persons. Such Principal Investigator and Technical Lead shall be designated in the Project Specification and may be changed by written notification to the Executive Board. The Principal Investigator and Technical Lead will be kept informed of the progress of the work and deliberate on all general matters related to the Research Project.

1.4 RESEARCH PROJECT TYPES.

1.5. LAB MANAGEMENT.

1.5.1. OPERATIONAL COMPONENTS. The governance structure of the Lab is as follows:



1.5.2.

Governing Board: Parties will establish a Governing Board comprised initially of three (3) members (the "Governing Board"). One member shall be chosen by COMPANY, the other members by the UNIVERSITY A and respectively UNIVERSITY B. The Governing Board will be the highest decision-making body. All decisions of the Governing Board must be unanimous to have any effect.

The Governing Board shall be responsible for amongst others:

- Approving annual report;
- Reviewing the yearly financial report;
- Strategic vision;
- Solving problems that the Executive board cannot solve.

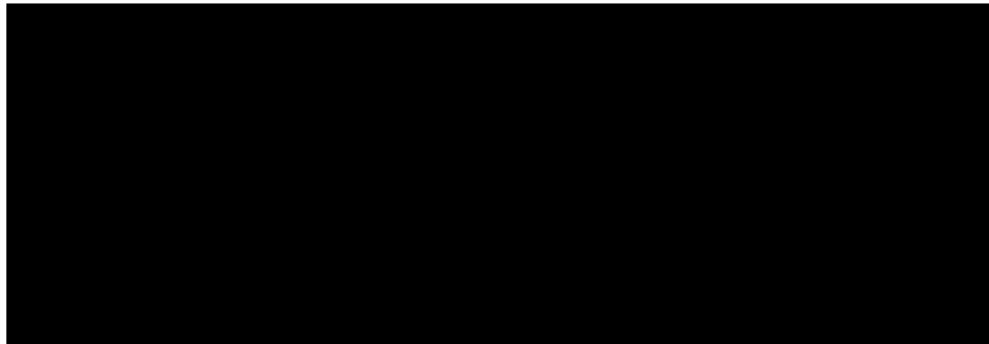
The Governing board meets at least once per year.

The Executive Board consists of one lab director appointed by UNIVERSITY A, one lab director appointed by UNIVERSITY B and one deputy director appointed by COMPANY. The Executive Board decides unanimously about the operational issues of the Lab. Decisions about individual Research Projects are taken by the Lab Director of the UNIVERSITY which participates in the Research Project and the Deputy Director of COMPANY jointly.

ADMINISTRATIVE BUDGET.

2.0. LAB ADMINISTRATIVE AND RESEARCH COSTS





2.2 PAYMENT.

2.2.1 COMPANY shall pay UNIVERSITIES the annual Lab Funding amount as specified in Section 2.1 subject to the payment terms in accordance with the payment schedule in the table below. Unless otherwise agreed in writing between the Parties, no additional fees shall be payable to UNIVERSITY by COMPANY under this Agreement.

Except as otherwise specified by COMPANY in writing, the prices under this Agreement are exclusive of any, value added or other taxes, levies, imposts, duties, charges or withholdings of any nature ("Taxes") arising out of any transaction contemplated by this Agreement and imposed against UNIVERSITIES and/or COMPANY by the tax authority or by other governmental entity. Without prejudice to the above, both Parties shall be responsible for their own applicable taxes as required by applicable laws and rules in force. Partner shall show identification numbers of both Parties (COMPANY FI22247186, UNIVERSITY A NL851029279B01) on the invoices.

COMPANY shall pay the Lab Funding to UNIVERSITY A according to the payment schedule below:

Stage	Payment Term	Payment Amount (Excluding tax ,Euro)
1	Agreement signed (T)	
2	T + 12 months	
3	T + 24 months	
4	T + 36 months	

T: The Effective Date as defined in section 3.1 below

UNIVERSITY A shall pay the appropriate amount to UNIVERSITY B after having received the funds from COMPANY.

2.3. **INVOICE.** COMPANY will pay the amount of each invoice within thirty (30) days following receipt by bank transfer. UNIVERSITY A invoices shall reference this Agreement and be submitted to:

Mail: [REDACTED]@huawei.com

2.4 **REMITTANCE.** COMPANY will promptly pay UNIVERSITY amounts required under this Agreement in Euro currency according to the bank information in Exhibit B.

2.5 **ALLOWABLE EXPENSES.** The funds allocated to each Research Project will be used to cover research related activities including but not limited to PhD students and postdoctoral fellows' salary and benefits, attending conference (economy fare), teaching relief, research computing and data collection equipment and other research related expenses, at the discretion of the Principal Investigator.

3.0. EFFECTIVE DATE AND TERMINATION

3.1. EFFECTIVE DATE/ COMMENCEMENT DATE. This Agreement is effective on the date signed by the last of the Parties to sign this Agreement ("Effective Date").

3.2. EXPIRATION. This Agreement will expire five (5) years from the Effective Date unless sooner terminated in accordance with this Section 3. If the term of any Research Project extends beyond the term of this Agreement or if any of the task obligations undertaken by the Parties shall not be completed, this Agreement shall remain effective until the expiration or termination of all Research Projects or the complete discharge of all obligations.

3.3. TERMINATION FOR CONVENIENCE OR FORCE MAJEURE. Each Party may terminate this Agreement or a Research Project for convenience by providing 30 days' advance written notice to other Parties specifying the broadness of the termination and whether it is covering both this Agreement and a Research Project or just a specific Research Project. Each Party may terminate this Agreement or a Research Project for an event beyond reasonable control without material breach of a Party based on which it is foreseeable that the Research Project cannot be carried out by providing 30 days' advance written notice to the other Party.

3.4. TERMINATION FOR BREACH. Upon material breach, the aggrieved Party/Parties may terminate this Agreement or Research Project provided that the breaching Party fails to cure the breach within 30 days after receipt of written notice. This remedy is in addition to any other remedies available at law.

3.5. IMMEDIATE TERMINATION. Each Party may terminate this Agreement or a Research project effective immediately upon notice to the other if: (a) the Parties cannot agree on an acceptable successor Principal Investigator; (b) COMPANY has been declared insolvent, ceases (or threatens to cease) to carry on its business; or an administrator or receiver has been appointed over all or part of its assets; or (c) COMPANY's failure to pay promptly.

3.6. EFFECT OF TERMINATION.



4.0. CONFIDENTIAL INFORMATION

4.1. CONFIDENTIALITY OBLIGATION.

"Confidential Information" means confidential information that is marked or designated in writing as "Confidential" or with similar legend, or if disclosed orally, is identified as confidential at the time of disclosure and confirmed in written summary form within thirty days of oral disclosure, provided that such information:

- (a) is not publicly known or available from other sources who are not under a confidentiality obligation to the source of the information;
- (b) has not been made available by its owners to others without a confidentiality obligation;
- (c) is not already known by or available to the receiving Party without a confidentiality obligation; or
- (d) is not independently developed by the receiving Party.

Confidential Information shall be used solely for Research Project-related purposes. The receiving Party retains the right to refuse to accept any Confidential Information that it does not consider to be essential to the completion of the Research Project.

Where the receiving Party accepts Confidential Information, it agrees to use the same degree of care to protect the disclosing Party's Confidential Information as it would to safeguard its own information of like nature, but no less than a reasonable degree of care. The receiving Party may disclose Confidential Information to its employees, students, contractors, or agents (hereinafter "Related Party") and to its Affiliates and their Related Party who need to know such Confidential Information to further the Research Project, and will ensure that all such persons are informed about the confidentiality obligations associated with such Confidential Information.

Receiving Party agrees not to use Confidential Information otherwise for its own or any third party's benefit or to disclose Confidential Information to any third party without the prior written approval of an authorized representative of disclosing Party. Receiving Party shall notify the undersigned disclosing Party representative immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and its Related Party or any third party, and will cooperate with disclosing Party in every reasonable way to help disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure.

The receiving Party shall be bound to protect the disclosing Party's Confidential Information for a period of five (5) years from the date of disclosure unless such information has already been published or publicly disclosed by the disclosing Party or a third party or is required to be disclosed by law or court order. Notwithstanding the above, the confidentiality obligations set forth herein shall survive any expiration or termination of this Agreement for a period of two (2) year from the date of such expiration or termination.

In the event that the receiving Party (or anyone to whom Confidential Information is furnished by the receiving Party as authorized herein) is required by law to disclose any Confidential Information of the disclosing Party, the receiving Party, if so permitted, will provide the disclosing Party with reasonably prompt notice thereof so that the disclosing Party may seek a protective order or other appropriate remedy. In any event, the receiving Party will (or will use its reasonable efforts to cause such person to whom Confidential Information was furnished to) furnish only that portion of the Confidential Information which is legally required to be furnished and will use its reasonably best efforts to obtain assurances that confidential treatment will be accorded to that

portion of the Confidential Information so furnished.

Each Party shall deliver to the other Party all documents containing Confidential Information received pursuant hereto and all copies, extracts or other embodiments of such Confidential Information within ten (10) days after being requested to do so by such other Party.

4.2. RESPONSE TO INFORMATION REQUESTS. If any of the Parties receives a request by legal process to disclose Confidential Information, the Party in question will use reasonable efforts to provide prompt notice to the other Parties and will reasonably cooperate with the other Parties to protect any Confidential Information.

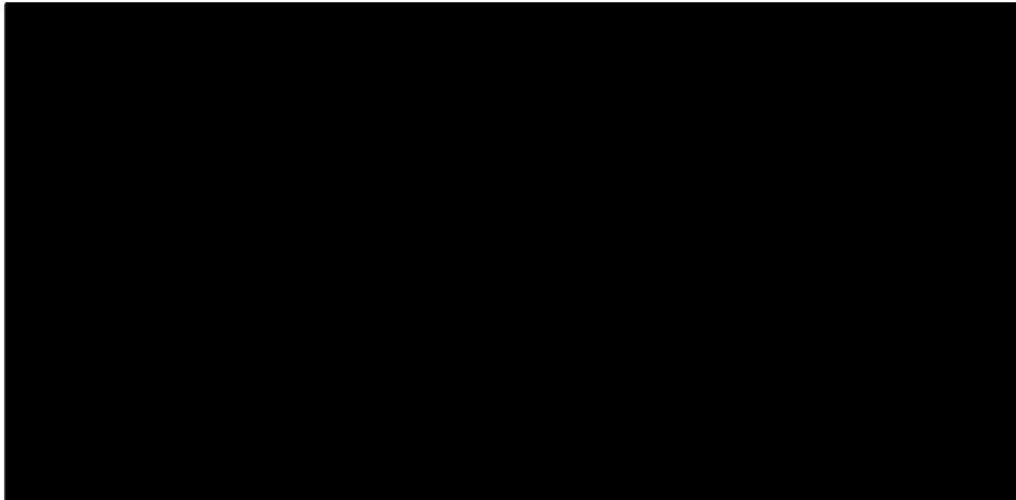
5.0. PUBLICATION/PUBLIC PRESENTATIONS

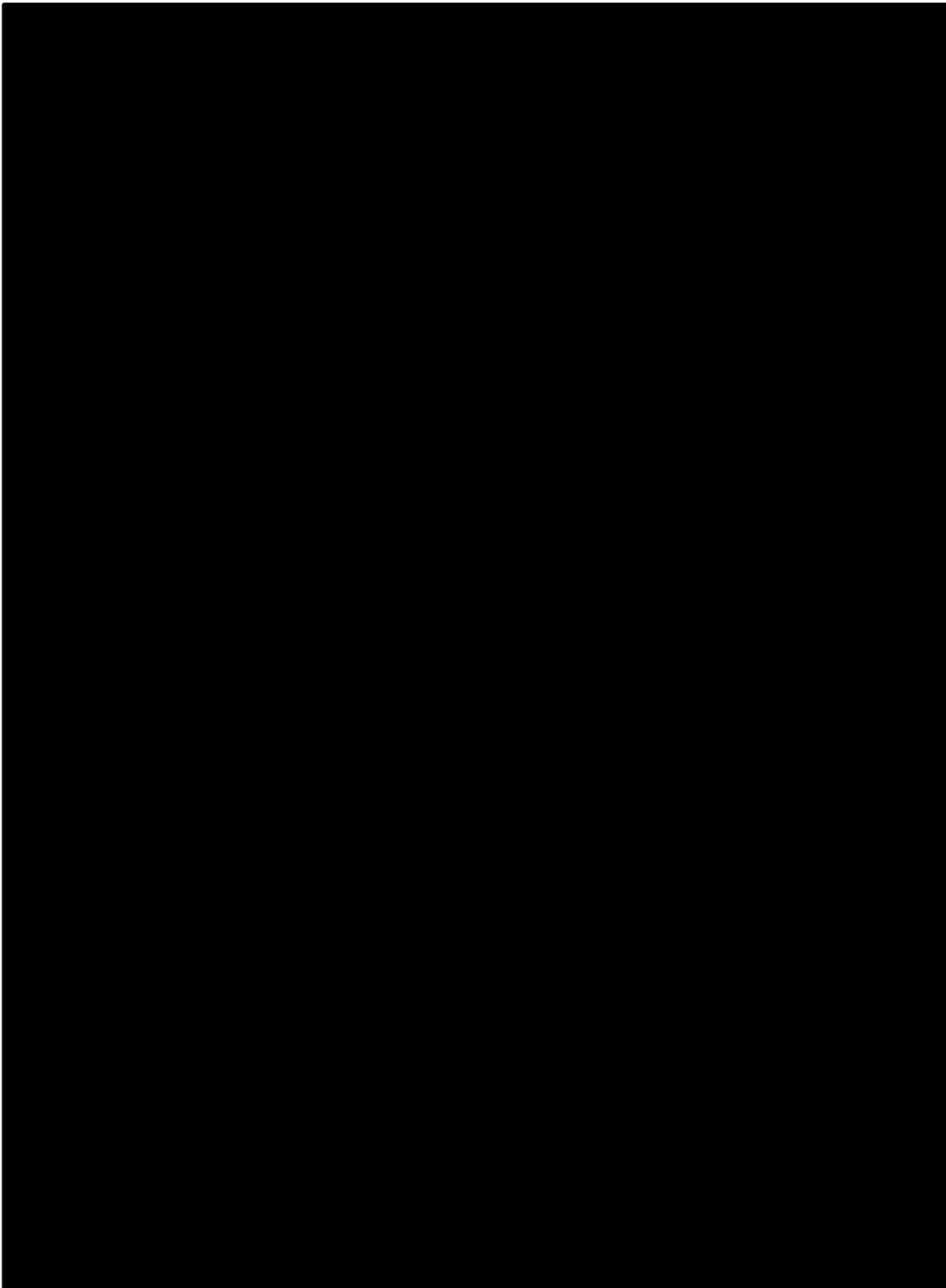
5.1. REVIEW PERIOD. UNIVERSITIES researchers may publish or publicly disclose Research Project Results without COMPANY interference, provided that the foregoing publication shall not disclose any Confidential Information of COMPANY and/or adversely affect patent application of the Inventions. In this regard, UNIVERSITIES shall furnish the materials to be published to COMPANY with the request to acknowledge receipt thereof at least thirty (30) days in advance of publication in the public domain. Upon COMPANY's written request, which shall be received by UNIVERSITY within the same thirty (30) day period, UNIVERSITY will delete any Confidential Information of COMPANY from the proposed publication or disclosure; or delay publication, up to a maximum of additional four (4) months from the date of COMPANY's written request for the purposes of filing for intellectual property protection. In the event within the aforementioned period of 30 days the UNIVERSITY in question has not received a reaction from COMPANY, the UNIVERSITY in question shall send a reminder to COMPANY. In case within 15 days after the reminder the UNIVERSITY still has not received a reaction, the UNIVERSITY may publish.

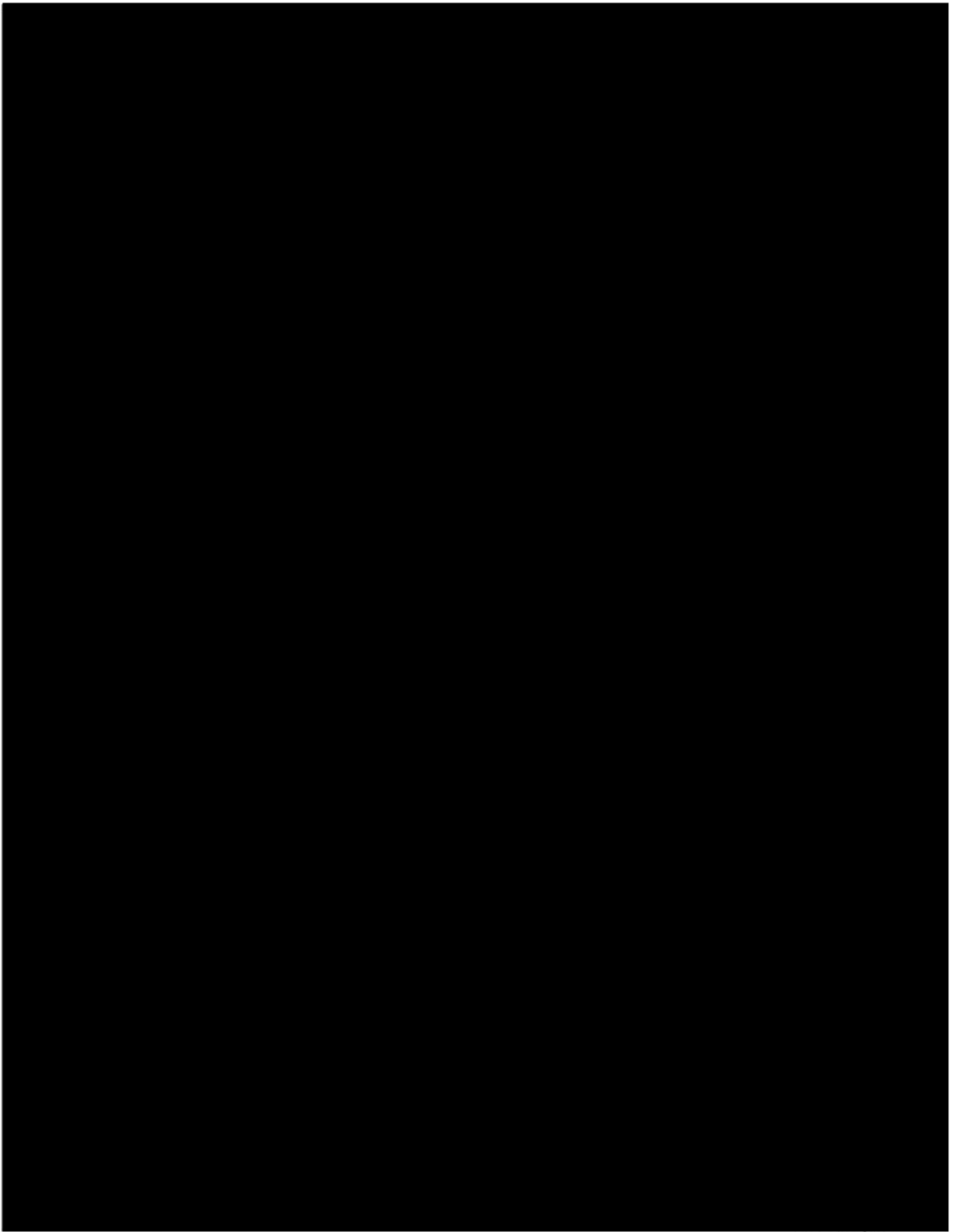
5.2. COPIES OF PUBLICATIONS. UNIVERSITY will furnish COMPANY with a copy of any publications resulting from the Research Projects.

5.3. ACKNOWLEDGMENT. Each Party will acknowledge the contributions of the other Party in publications or public presentations as scientifically appropriate.

6.0. INTELLECTUAL PROPERTY









7.0. Third-Party Rights and Open Source Software

7.1 UNIVERSITIES shall promptly notify COMPANY of any third party Intellectual Property Rights of which it becomes aware during the performance of the Agreement and which could preclude COMPANY's use agreed pursuant to Section 6. The Parties shall decide in joint consultation how such Intellectual Property Rights shall be taken into consideration in the further performance of the Research Project.

7.2 The UNIVERSITIES may generate certain Results subject to certain Open Source Licenses, at the sole discretion of the UNIVERSITIES. The UNIVERSITIES will draw up a quarterly list of Open Source Licenses they use for the purpose of the Research Projects and will make such lists available to COMPANY. Upon request by COMPANY, the UNIVERSITIES shall provide COMPANY with the link to the source code of related Open Source Software free of charge so that COMPANY can download the source code under its own responsibility.

8.0. Representations and Warranties

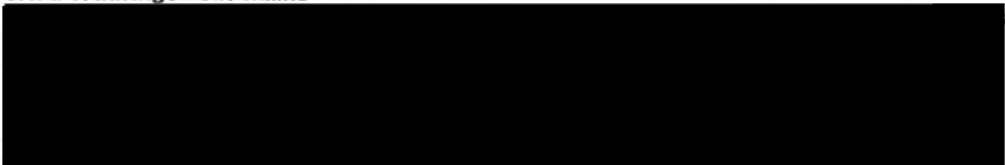
8.1. Each Party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this Agreement and to perform and carry out its obligations hereunder; (ii) the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind the Party thereto; (iii) the execution, delivery, and performance of this Agreement does not violate any provision of any bylaw, charter, regulation; and (iv) the execution, delivery and performance of this Agreement has been duly authorized by all necessary partnership or corporate acts.

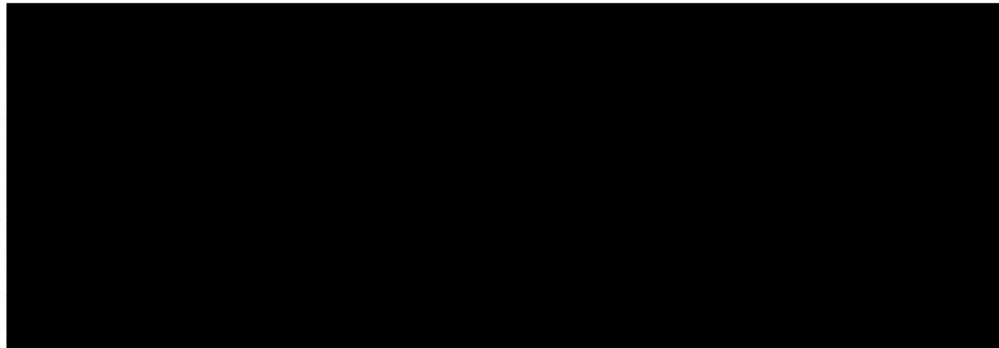
8.2. The Parties acknowledge that works performed, and Results obtained under this Agreement are of an experimental and research nature, and therefore neither Party provides any guarantee that a particular Result will be obtained or that the Results will be usable for any specific purpose, including but not limited to commercial purposes. UNIVERSITIES shall not knowingly or intentionally infringe third party rights.

8.3. Reasonable Endeavours

In providing Results and IPR to COMPANY, the regarding UNIVERSITY/UNIVERSITIES shall use reasonable endeavours to ensure the accuracy thereof and (in the event of any error therein) promptly on becoming aware, to correct the same, and use reasonable endeavours to ensure that at the time of the transfer to COMPANY the Results and IPR are not infringing the rights of any third party and to that extent shall provide all cooperation as reasonably requested by (patent engineers of) COMPANY prior to the transfer of the Results and IPR to COMPANY. In any case, the UNIVERSITY/UNIVERSITIES has/have used reasonable endeavours with regard to possible IPR infringement if the UNIVERSITY/UNIVERSITIES has not knowingly introduced third party rights to the Results (except for Open Source Software as agreed and introduced in Section 7) and has/have truthfully filled out the Invention Disclosure Form (hereinafter "IDF") attached to this Agreement (Exhibit C). For the sake of clarification, the UNIVERSITIES shall not be obliged to make any patent search with regard to the Results before, during or after a Project and COMPANY takes full responsibility for such action.

8.4. IPR infringement claims





8.5. UNIVERSITIES further represents and warrants that the Results generated under this Agreement are not related with any military party (including but not limited to defense research institutes, national defense laboratories) or military program.

9.0. DISCLAIMER OF WARRANTIES.

Each Party represents and warrants to the other Parties that it is duly organized, validly existing and in good standing, and it has the right and authority to enter this AGREEMENT and do all acts and things as required or contemplated to be done, observed and performed by it hereunder.

10.0. Exclusivity

UNIVERSITIES procure that, solely for the duration of the term of a Research Project the PhD-students and post-docs as identified in the Research Project (hereinafter "Project Personnel") shall be excluded from carrying out any work as defined in the Research Project for the following third party companies competitive with COMPANY: [REDACTED] and their Affiliates, as well all other companies defined in the Research Project. This condition only applies as long as the relevant PhD students and Post-docs are employed by the UNIVERSITIES. However, exclusivity conditions could also be stated in a Research Project if specifically agreed by the Parties. In this case the exclusivity conditions in the Research Project should prevail. In the event exclusivity conditions are added to a Research Project after signature of this Agreement, these conditions shall be a formal amendment of this Agreement and the Research Project must be signed by both authorized representatives before the conditions take effect.

12.0 Personal Data

UNIVERSITIES shall provide COMPANY with the contact information of persons as far as necessary for the purpose of this Agreement and guarantee its accuracy, ensure that personal information is collected on lawful grounds, and authorize COMPANY to use the personal information for the purpose of this Agreement. COMPANY shall use the personal information provided by UNIVERSITIES in an appropriate manner and protect the personal information in accordance with applicable laws.

The Parties agree not to disclose to each other personal data (as defined in the EU general data protection regulation 2016/679) without entering into a separate written agreement for such purpose, except for necessary personal data of persons participating in Research Projects which the Parties are legally entitled to disclose.

13.0 Liabilities

[REDACTED]

13.1 LIMITATION OF LIABILITY. [REDACTED]

[REDACTED]

14.0. GENERAL PROVISIONS

14.1. AUTHORITY. Each Party hereto represents and warrants that (i) it has obtained all necessary approvals, consents and authorizations of third parties and governmental authorities to enter into this Agreement and to perform and carry out its obligations hereunder; (ii) the persons executing this Agreement on its behalf have express authority to do so, and, in so doing, to bind the Party thereto; (iii) the execution, delivery, and performance of this Agreement does not violate any provision of any bylaw, charter, regulation; and (iv) the execution, delivery and performance of this Agreement has been duly authorized by all necessary partnership or corporate acts.

The UNIVERSITIES as well as COMPANY will:

- (a) Comply with the applicable laws and regulations and other rules relating to fair trade and anti-corruption. The UNIVERSITIES carry out their work with due observance of the Netherlands Code of Conduct for Research Integrity, as attached in Exhibit D.
- (b) The UNIVERSITIES and COMPANY support each other in the building of trust and integrity, reject any solicitation for bribes during daily business cooperation and make a complaint to COMPANY's business control dept if there is any misbehavior.

Complaint channel:

Email: [REDACTED]@huawei.com

TEL: +86-[REDACTED]

Fax: +86-[REDACTED]

14.2. USE OF NAMES. Neither Party will use the name of the other in any form of advertising or publicity without the express written permission of the other Party. COMPANY shall seek permission from UNIVERSITY by submitting the proposed use, well in advance of any deadline, to an authorized representative of the UNIVERSITY. However, UNIVERSITY may disclose the amount, title, faculty principal investigator, sponsor and dates in any public compendium of university research.

14.3. RELATIONSHIP OF THE PARTIES. Neither Party is agent, employee, legal representative, UNIVERSITY or joint venture of the other. Neither Party has the power or right to bind or commit the other.

14.4. GOVERNING LAW. This Agreement and matters relating to the performance and validity hereof shall be construed, interpreted, applied, and governed in all respects in accordance with the laws of Belgium without giving effect to principles of conflicts of law.

14.5. THIRD PARTY BENEFICIARIES. This Agreement does not create any rights, or rights of enforcement, in third parties.

14.6. SEVERABILITY. If a court of competent jurisdiction finds any provision of this Agreement legally invalid or unenforceable, such finding will not affect the validity or enforceability of any other provision of this Agreement and the Parties will continue to perform. If the Agreement cannot be performed in the absence of the provision, this Agreement will terminate upon 30 days' written notice by one Party to the other Party.

14.7. MERGER. This Agreement and all attachments embody the entire understanding of the Parties and will supersede all previous or contemporaneous communications, either verbal or written, between the Parties relating to this Agreement.

14.8. AMENDMENTS. No modification to this Agreement will be effective unless confirmed in a written amendment signed by each Party's authorized representative.

14.9. COUNTERPARTS. This Agreement may be executed in counterparts, each and every one of which shall be deemed an original and all of which together shall constitute one and same instrument. Each Party may execute this Agreement in Adobe Portable Document Format (PDF) sent by electronic mail. Signatures of authorized signatories of the Parties in the PDF copies of the Agreement shall be deemed to be original signatures, shall be valid and binding and, upon delivery, shall constitute due execution of this Agreement.

14.10. ASSIGNMENTS. This Agreement shall bind, and inure to the benefit of, the Parties and any successors to substantially the entire assets of the respective Party. Neither Party may assign this Agreement without first obtaining the prior written consent of the other Party, and any attempted assignment is void.

14.11. FORCE MAJEURE. Either Party shall be excused for failures and delays in performance caused by war, strikes, lockouts, earthquakes, floods, fire, explosions, or such catastrophes or events as are beyond reasonable control or without the material fault of such Party.

Any Party claiming such excuse for failure or delay in performance due to the above causes shall give prompt notice thereof to the other Party attaching necessary proof material, and neither Party shall be considered in breach of this Agreement or in default of its obligations hereunder because it fails to perform or observe any or all of the terms of this Agreement resulting directly or indirectly from such causes.

This provision shall not, however, release such Party from using its best efforts to avoid or remove all such causes and such Party shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

In the event that the period of excused performance continues for ninety (90) days, this may be terminated by the affected Party with written notice to the other Party.

14.12. EXPORT CONTROL. UNIVERSITIES agree and warrant that:

(1) UNIVERSITIES shall comply with EU, United States' - as far as this is in line with EU law and regulations, United Nation's and all countries/regions, export control applicable laws, regulations, administrative regulations, administrative orders and related requirements currently in force, and especially those that are most recently updated. In case of a conflict between US and EU laws and regulations, the EU regulations will prevail.

(2) UNIVERSITIES, its employees, its third party consultants and agents, which undertake work under this Agreement, Results provided to COMPANY under this Agreement, including but not limited to any documentation, codes, equipment, components, modules, shall strictly comply with the requirements in the foregoing clause.

(3) UNIVERSITIES shall promptly provide all necessary export control related documentation or information about the Results, including but not limited to the Export Control Classification Number (ECCN), CCATs, License Exception and/or Certification, Authorization by relevant Competent Authorities, in order for COMPANY to perform all the obligations required by all applicable export control laws and relevant requirements.

RESOLUTION OF DISPUTES. The Parties will enter into good faith negotiations to resolve any disputes arising from this Agreement. Resolution will be confirmed by written amendment to this Agreement. Any disputes which cannot be resolved through negotiation shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The award of the arbitration shall be final and binding upon the Parties. The arbitral award shall be kept strictly confidential, and all information disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings. The arbitral tribunal shall be composed of three arbitrators. The seat of arbitration shall be Stockholm. The language to be used in the arbitral proceedings shall be English. This contract shall be governed by the substantive law of Belgium.

14.13. SURVIVAL. All terms of this Agreement that are intended to survive termination or expiration in order to be effective shall survive such termination or expiration.

14.14. WAIVER. No waiver of any right, remedy, power or privilege by any Party under this Agreement shall be effective unless made in writing. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or of any other provision of this Agreement.

14.15. NOTICES. Any notice given under this Agreement will be in writing and will be effective upon receipt evidenced by: (a) personal delivery; (b) confirmed facsimile or electronic transmission; (c) return receipt of postage prepaid registered or certified mail; or (d) delivery confirmation by commercial overnight carrier. All communications will be sent to the addresses set forth below or to such other address designated by a Party by written notice to the other Party in accordance with this section:

UNIVERSITY A:

Vrije Universiteit Amsterdam
Faculty of Science
Attn: [REDACTED]
De Boelelaan 1105
1081 HV Amsterdam
The Netherlands

UNIVERSITY B: For matters related to the Agreement:

University of Amsterdam.
Faculty of Science,
Science Park 904,
1098 XH Amsterdam, the Netherlands
Att.to: [REDACTED]
e-mail address: [REDACTED]

COMPANY: For matters related to the Agreement:

[REDACTED]
e-mail address: [REDACTED]@huawei.com
Itämerenkatu 9, 2nd floor, 00180, Helsinki, Finland

14.16. **AUTHORIZED SIGNATORIES.** Each Party represents that the individuals signing this Agreement on its behalf are authorized, and intend, to bind the organization in contract.

VU Foundation

Signature

prof.dr. V. Subramaniam

Chairman of the Executive Board

Date

26/5/2020

Huawei Technologies Oy (Finland) Co. Ltd

Signature

Liu Dawei
CEO

Date

2020-5-15

UNIVERSITY OF AMSTERDAM

Signature

Prof. G.T.M. ten Dam
President of the Executive Board

Date

11 JUNI 2020

EXHIBIT A

PROJECT SPECIFICATION

This Project Specification is issued in accordance with the Master Research Agreement ("Agreement") between Vrije Universiteit Amsterdam ("UNIVERSITY") and Huawei Technologies Oy (Finland) Co., Ltd. ("COMPANY") effective_, and incorporated by reference and includes the following exhibits:

- Exhibit A-1: Statement of Work
- Exhibit A-2: Specification of COMPANY Background IP
- Exhibit A-3: Specification of UNIVERSITY Background IP
- Exhibit A-4: Specification of Open Source Software

1. **TITLE OF PROJECT:** Knowledge-based Text Classification with Explanation

2. **UNIVERSITY PRINCIPAL INVESTIGATOR:**

Name	Department/Unit	Email	Phone
	Vrije Universiteit Amsterdam	@vu.nl	
	Vrije Universiteit Amsterdam	@vu.nl	

3. **COMPANY TECHNICAL LEAD:**

Name	Department/Unit	Email	Phone
	Europe Cloud Service Competence Center, Helsinki Research Center	@huawei.com	

4. **PERIOD OF PERFORMANCE:**

Start Date: July 2020 End Date: June 2022

5. **Workload and AWARD AMOUNT:**

Type of researcher	Name of researcher (optional)	Workload effort (months)	Cost per month (000's EUR)	Total cost (Inclusive of all indirect costs) (000's EUR)
Professor				
Professor				
Postdoc 1		24		
Postdoc 2		24		
Total				

6. **PAYMENT SCHEDULE:** N/A

7. Specific clauses:

[include any deviations from joint lab clause on e.g., IPR/Exclusivity]

8. COUNTERPARTS. The Parties may sign this PROJECT SPECIFICATION in one or more counterparts, each of which constitutes an original and all of which together constitute the PROJECT SPECIFICATION. Facsimile or scanned PDF signatures shall constitute original signatures for all purposes.

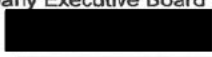
AUTHORIZED SIGNATORIES

Each Party represents that the individual signing this Project Specification on its behalf are authorized, and intend, to bind the organization in contract.

University A Executive Board member

By: 
prof. dr. 
Date: 26 May 2020

Company Executive Board member

By: 
Date: 18/May/2020

Acknowledgment and Consent of Principal Investigator

I, having read this Master Research Agreement, hereby agree to comply with all the terms and conditions contained herein and further agree to ensure that all Research Participants who are involved in the Research Project are informed of their obligations under the provisions of this Agreement.

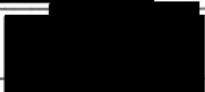
prof. dr. 	26 May 2020
Name, Title 	Date

Exhibit A-1
Statement of Work
Knowledge-based Text Classification with Explanation

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

EXHIBIT A-2
SPECIFICATION OF COMPANY BACKGROUND IP

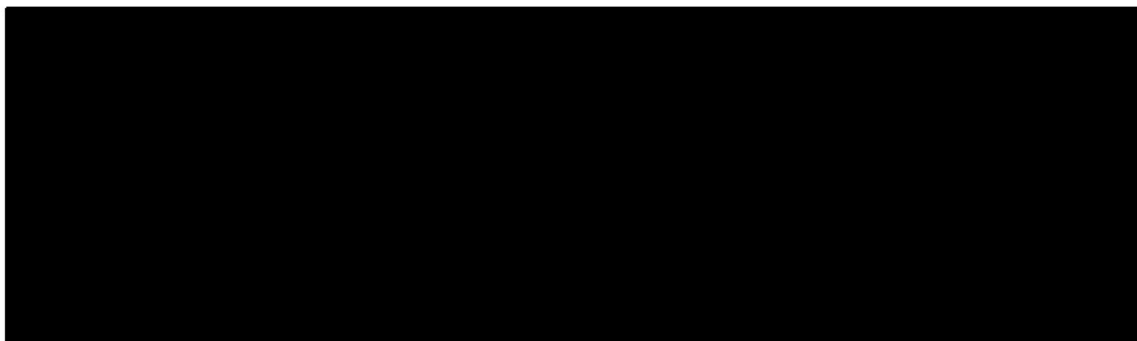


EXHIBIT A-3

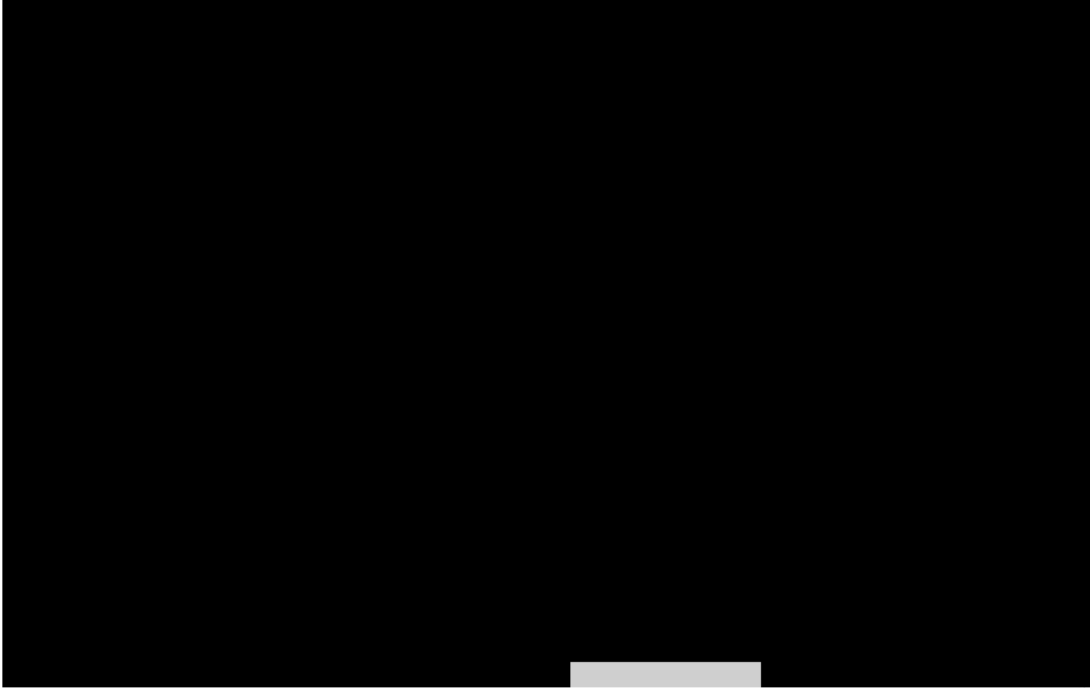


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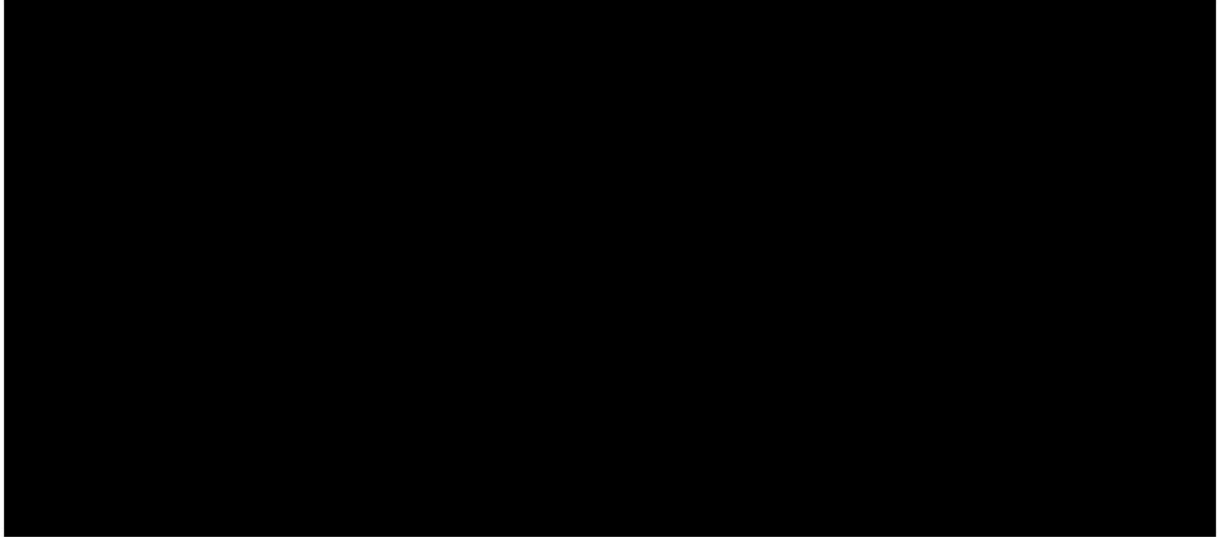


EXHIBIT A

PROJECT SPECIFICATION

This Project Specification is issued in accordance with the Master Research Agreement ("Agreement") between Vrije Universiteit Amsterdam ("UNIVERSITY") and Huawei Technologies Oy (Finland) Co., Ltd. ("COMPANY") effective __, and incorporated by reference and includes the following exhibits:

- Exhibit A-1: Statement of Work
Exhibit A-2: Specification of COMPANY Background IP
Exhibit A-3: Specification of UNIVERSITY Background IP
Exhibit A-4: Specification of Open Source Software

9. **TITLE OF PROJECT:** Multilingual Single Model Information Extraction and Knowledge reasoning System

10. **UNIVERSITY PRINCIPAL INVESTIGATOR:**

Name	Department/Unit	Email	Phone
	Vrije Universiteit Amsterdam	@vu.nl	
	Vrije Universiteit Amsterdam	vu.nl	

11. **COMPANY TECHNICAL LEAD:**

Name	Department/Unit	Email	Phone
	Europe Cloud Service Competence Center, Helsinki Research Center	@huawei.com	

12. **PERIOD OF PERFORMANCE:**

Start Date: July 2020 End Date: June 2022

13. **Workload and AWARD AMOUNT:**

Type of researcher	Name of researcher (optional)	Workload effort (months)	Cost per month (000's EUR)	Total cost (Inclusive of all indirect costs) (000's EUR)
Professor				
Professor				
Postdoc 1		24		
Postdoc 2		24		
Total				

14. **PAYMENT SCHEDULE:** N/A

15. **Specific clauses:**

[include any deviations from joint lab clause on e.g., IPR/Exclusivity]

16. **COUNTERPARTS.** The Parties may sign this PROJECT SPECIFICATION in one or more counterparts, each of which constitutes an original and all of which together constitute the PROJECT SPECIFICATION. Facsimile or scanned PDF signatures shall constitute original signatures for all purposes.

AUTHORIZED SIGNATORIES

Each party represents that the individual signing this Project Specification on its behalf are authorized, and intend, to bind the organization in contract.

University A Executive Board member

By: prof. dr. [REDACTED]

Date: 26 May 2020

Company Executive Board member

By: [REDACTED]

Date: 18/May/2020

Acknowledgment and Consent of Principal Investigator

I, having read this Master Research Agreement, hereby agree to comply with all the terms and conditions contained herein and further agree to ensure that all Research Participants who are involved in the Research Project are informed of their obligations under the provisions of this Agreement.

prof. dr. [REDACTED]

26 May 2020

Name, Title

Date

Exhibit A-1
Statement of Work
Multilingual Single Model Information Extraction
and Knowledge reasoning System

[REDACTED]

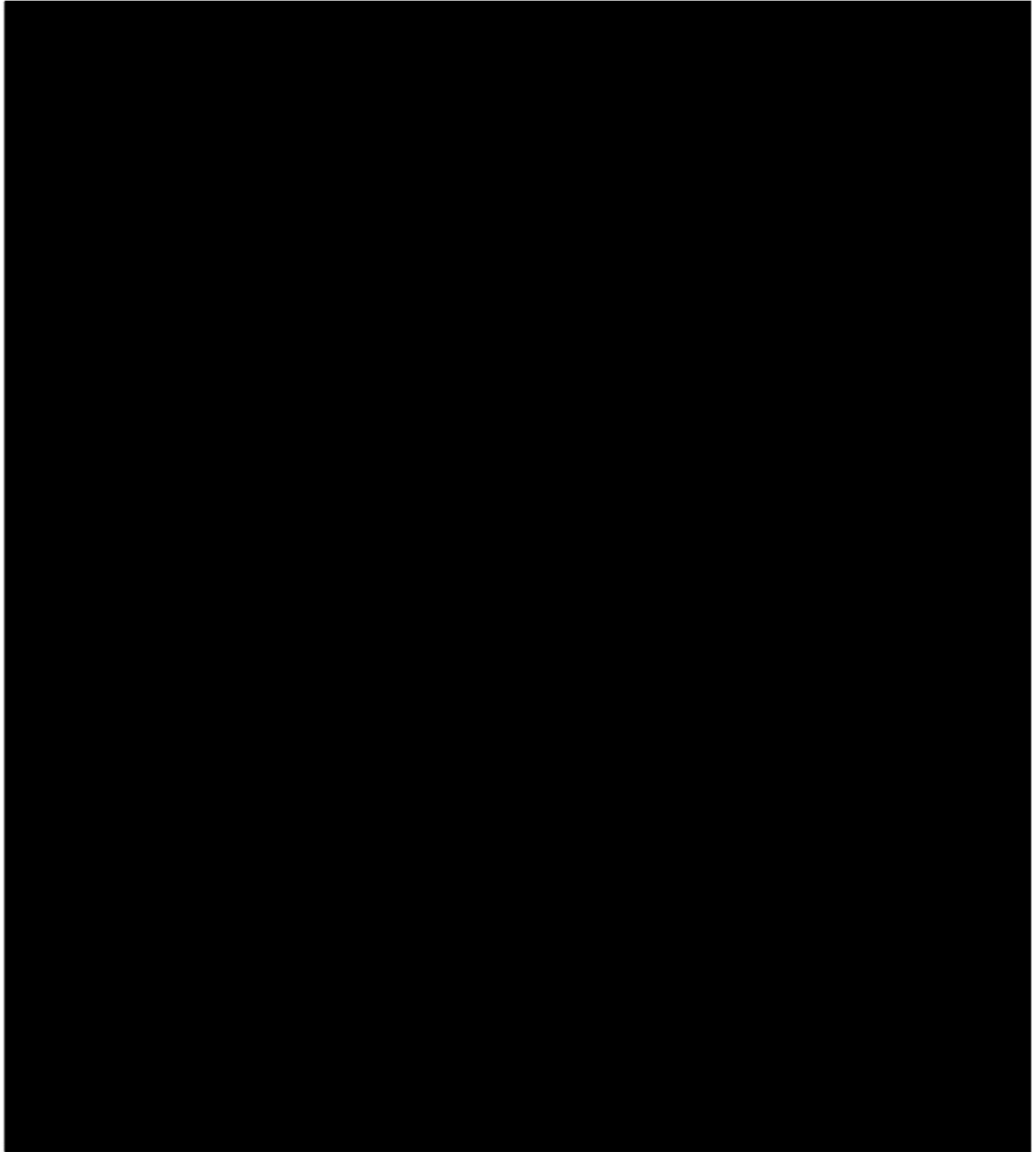
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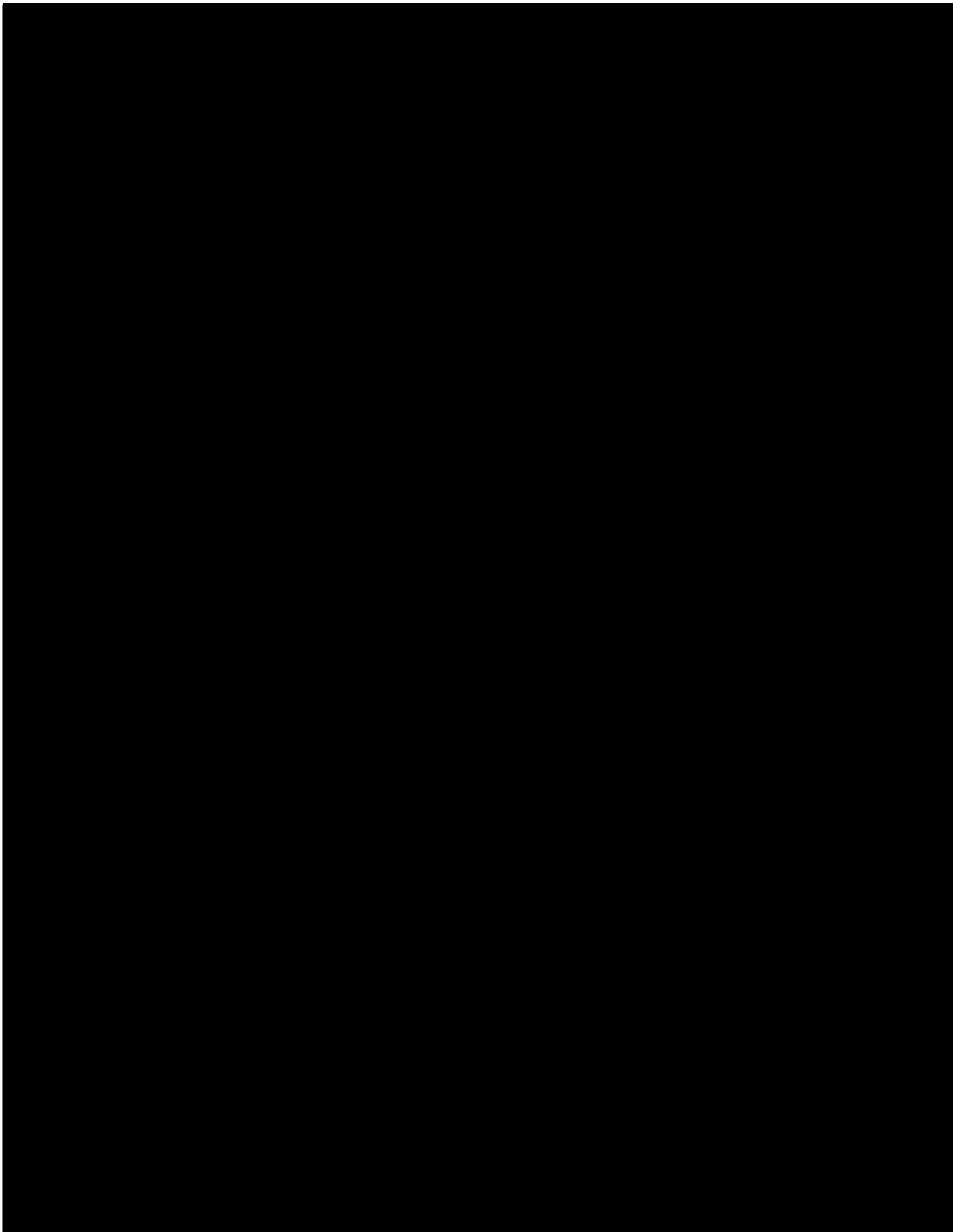
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[REDACTED]

[REDACTED]

[REDACTED]





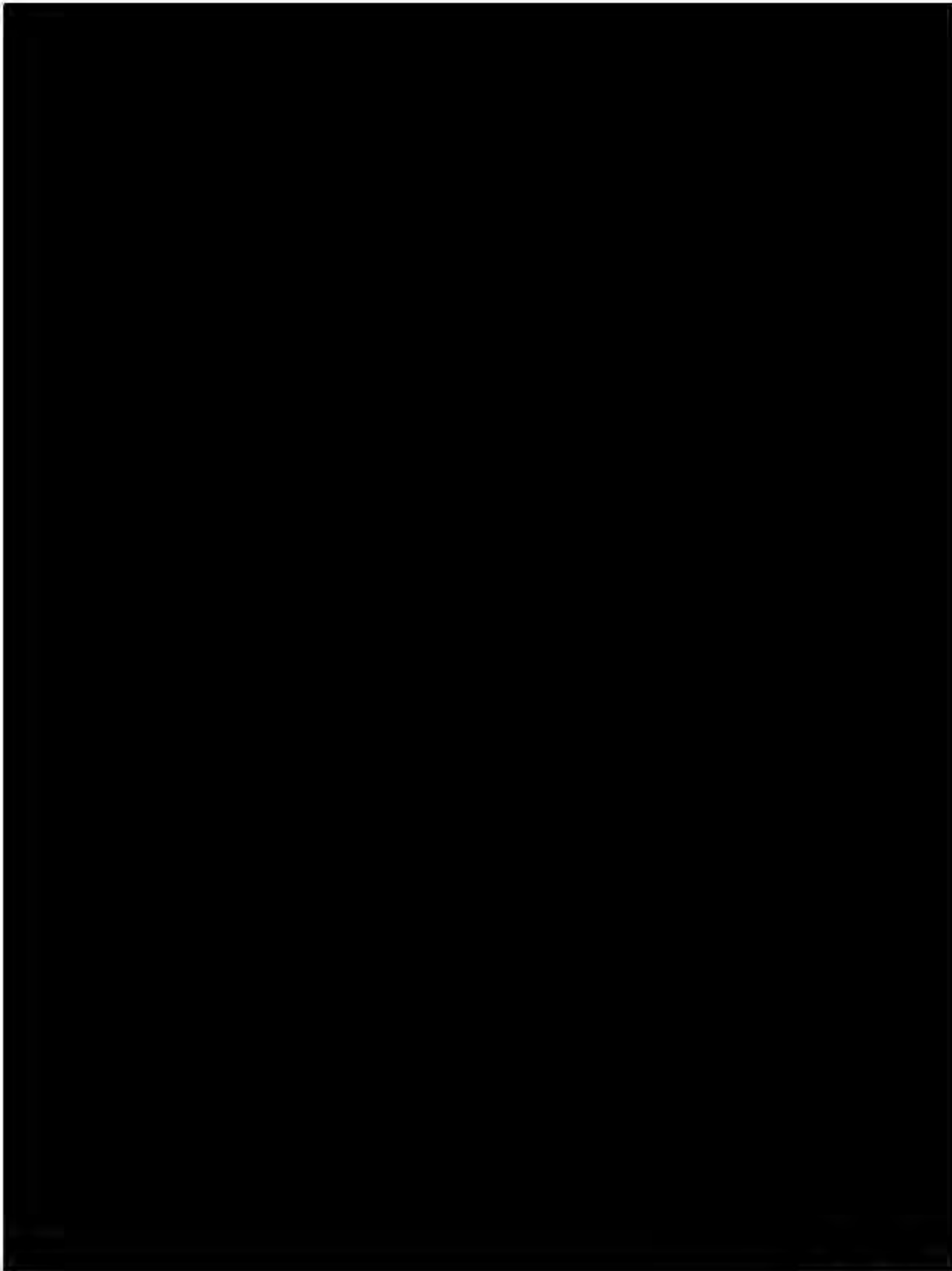




EXHIBIT A-2
SPECIFICATION OF COMPANY BACKGROUND IP

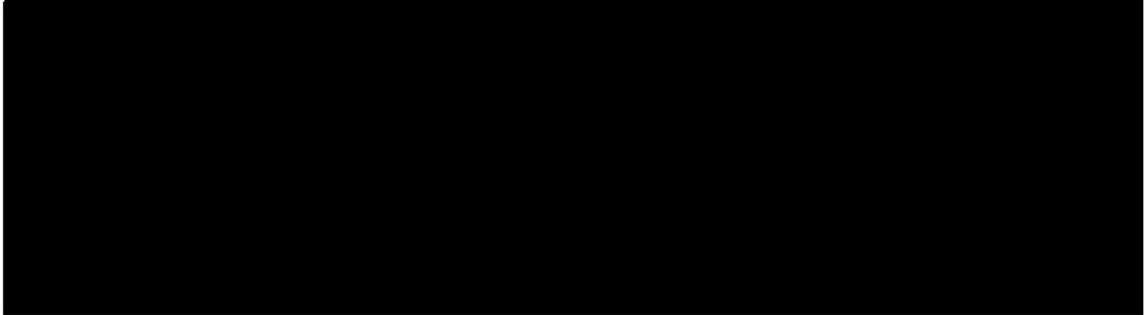


EXHIBIT A-3

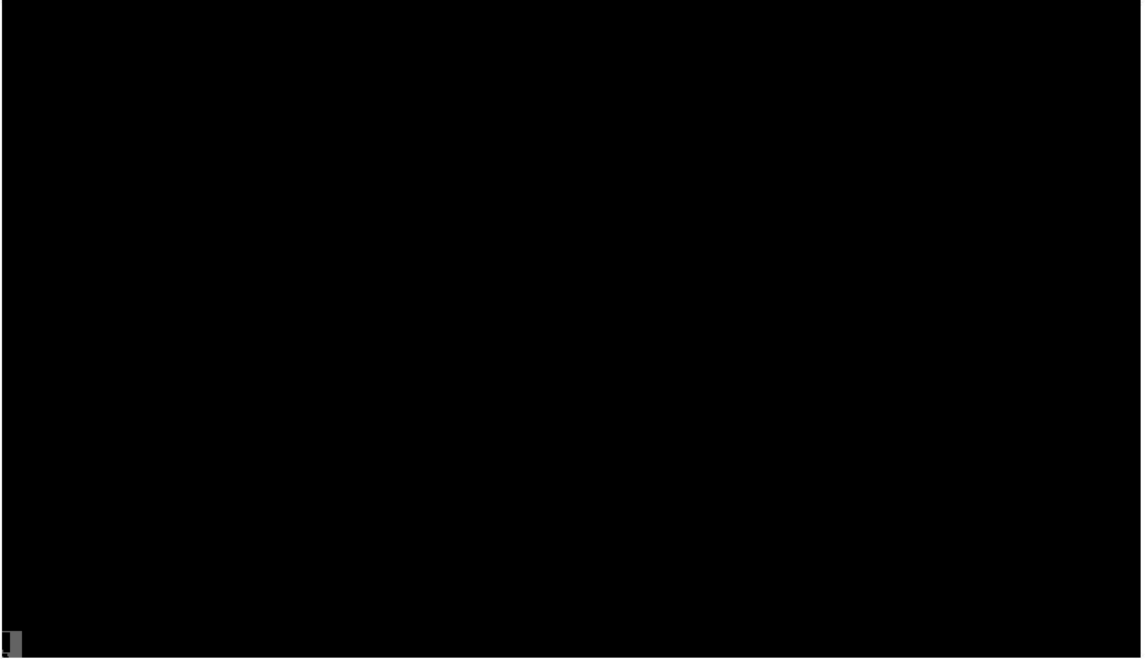


EXHIBIT A-4

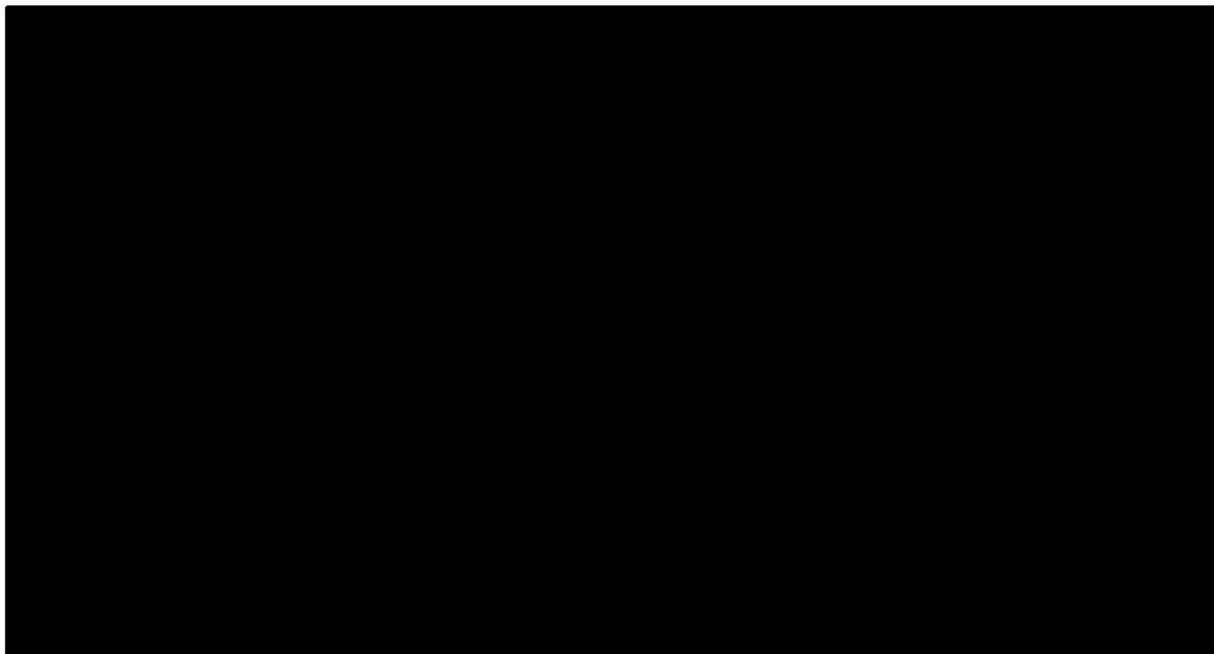
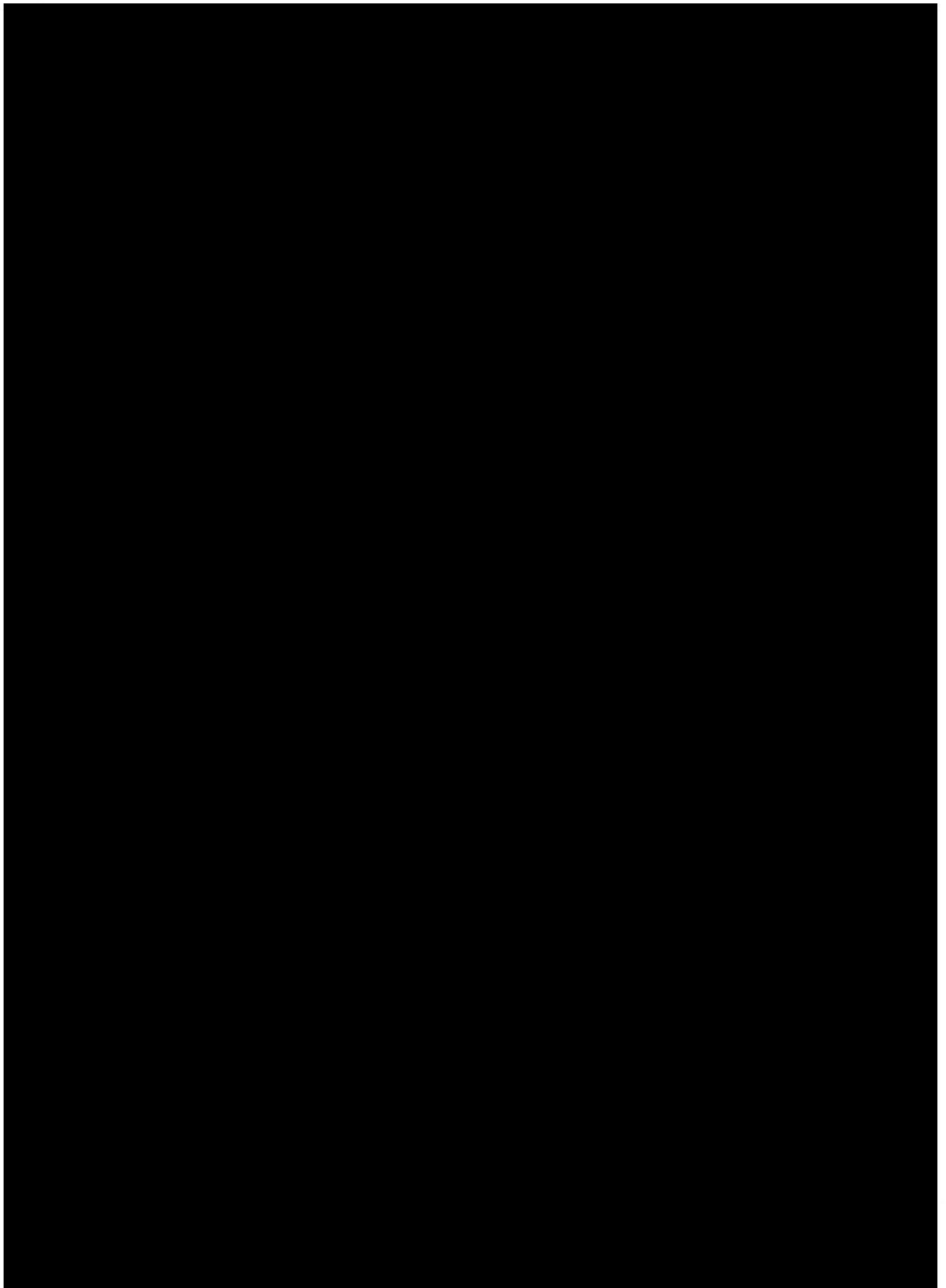


Exhibit B
Bank Information of University A

*Bank Country/Region: Netherlands
*Bank Name: DEUTSCHE BANK NEDERLAND N.V.
*Swift Code(BIC): (8 or 11 digits) DEUTNL2N
*IBAN:(18 digits) [REDACTED]
*Branch Name: De Entree 99, 1101 HE AMSTERDAM, the Netherlands
*Account Name: (Beneficiary name) VU Foundation faculteit der bètawetenschappen
*Currency: (3 digits eg EUR,USD) EUR

Exhibit C
Invention Disclosure Form

[Redacted content]





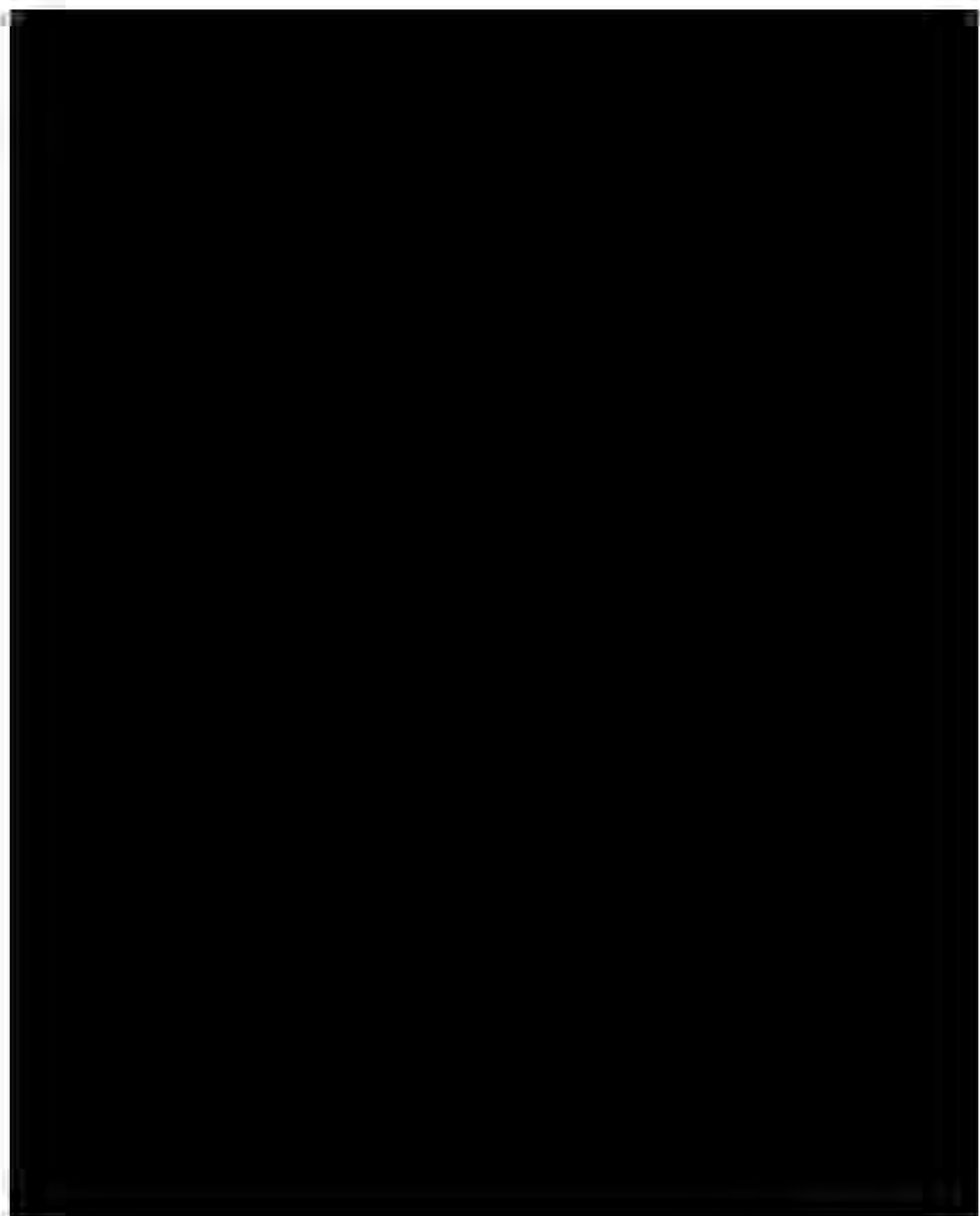
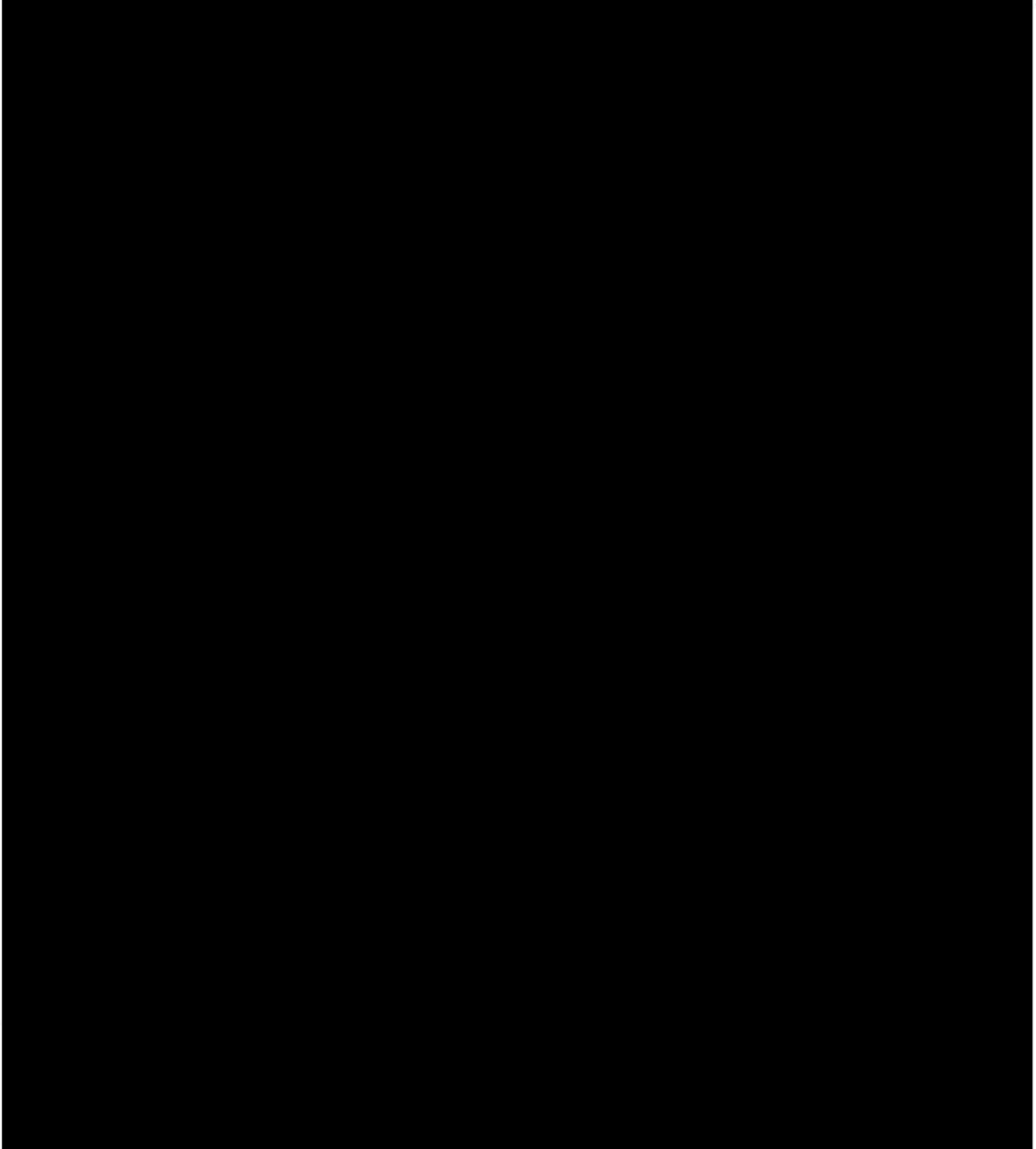


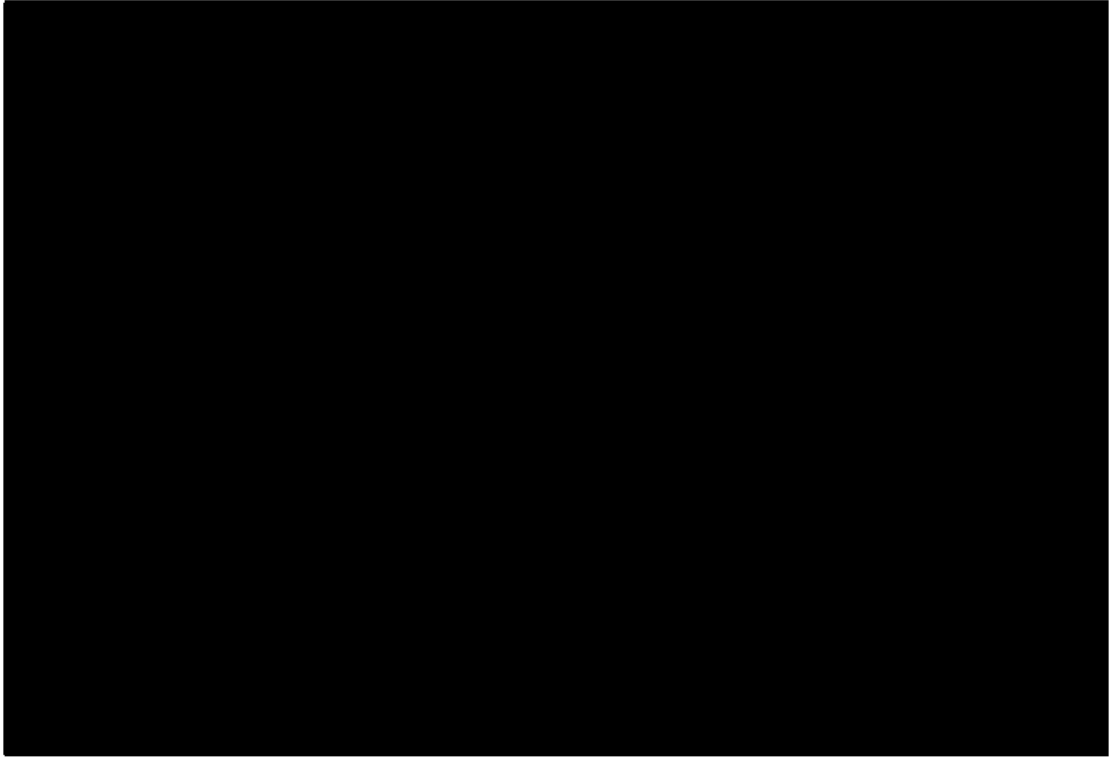
Exhibit D
Netherlands Code of Conduct for Research Integrity 2018

As stated on 30.4.2020 at the website

<https://www.vsnul.nl/files/documents/Netherlands%20Code%20of%20Conduct%20for%20Research%20Integrity%202018.pdf>

Exhibit E
Mission Statement





Hague Center for Strategic Studies checklist on collaborations with China applied to the joint Knowledge and Language Lab with Huawei Finland.

Below are the answers concerning the Huawei Knowledge and Language Lab on the questions raised in the “Checklist for Collaboration with Chinese Universities and Other Research Institutions” form the Hague Center for Strategic Studies (HCSS) <https://hcss.nl/report/checklist-collaboration-chinese-universities-and-other-research-institutions>. The report contains a checklist of 10 items, plus 3 additional “points of attention”. All of these are addressed below.

We believe that going through this checklist did not raise any red flags for entering into this collaboration.

Points of attention:

1. **set your own agenda and know why they set their agenda**
See items Q1 and Q2 below.
2. **ensure academic freedom**
See items Q5 and Q7 below.
3. **have a clear view on knowledge transfer that doesn't damage the Dutch or European position.**
See items Q5 and Q10 below.

Q1: Why work with a Chinese partner at all?

There are three motivations for our collaboration with Huawei Finland:

Firstly, China is a significant player in our fields of research, and increasingly so: 50% of the papers at recent top conferences (IJCAI, NeurIPS) are from Chinese authors, either from corporations or from universities. . We (= Europe, Netherlands, our research group) can only stay in the world top of our field by working with others in the world top. Secondly, Huawei Finland is offering substantial funding that is only available with great difficulty from national or European funding agencies. Finally, Huawei Finland brings interesting datasets to drive our research and access to realistic experimental conditions

- *is the integrity of the shared data at stake?*
Data will flow from Huawei Finland to us, not vice versa (i.e. we don't share any of our data with Huawei). The data that Huawei shares with us is from their European customers, is hosted on European servers, falls under GDPR, and will only be shared with us after anonymization by them.
- *can researchers operate freely?*
The contract guarantees the right to freely publish all our research results, after the usual 30-day period in which Huawei Finland can ask for removal of company confidential information, or signal a patent-intention, in which case the publication is delayed by at most 4 months.

- *is it easy to get visas?*
We collaborate with Huawei Finland and foresee regular visits to Helsinki. For irregular visits to Shenzhen no visa problems have been experienced in the past by ourselves, neither by international colleagues who have a similar collaboration with Huawei (e.g. Univ. of Edinburgh)
- *Is screening required?*
No. PhD students and postdocs on the project will be VU & UvA employees, and will be recruited by VU & UvA supervisors.
- *Are financial transactions guaranteed?*
Yes, payment amounts and schedule are stated in a contract under Finnish law.

Q2. What is the partnership's aim?

This collaboration is part of the Innovation Center for AI (ICAI) joint industry-academia AI labs that started in Amsterdam and is now a national network (see <http://cai.ai>). The goals of this network are to (a) perform world class AI research (b) create an internationally visible ecosystem for AI research in The Netherlands (c) attract and retain AI talent to the Netherlands. Existing labs are with TomTom, AHOLD Delhaize, Elsevier, Bosch, Qualcomm, the National Police and others. The Knowledge and Language Lab with Huawei Finland will contribute to these goals.

- *Which factors determine success or failure?*
Success factors for us are: production of high-quality research (measured by publication impact) and training of young researchers (measured by number of PhDs)
- *Is there a risk that certain activities could be blocked by the Chinese partner for political or strategic reasons, or might have to be designed differently?*
The 4-year research program is clearly laid out in mutually agreed documents. The detailed program for the second half of the collaboration is to be determined during the first half.
- *Are your aims and objectives in line with national or regional policy guidelines?*
Yes, see above text on the aims of the ICAI labs.
- *Is there a reasonable chance that the envisaged aims will still be intact at the end of the project?*
Because of the fast-moving pace of AI research, the precise goals for the second half of the 4-year collaboration are to be determined in due course. The overall goals are described by the 4-year contract.
- *Are the aims on the Chinese side known and understood and can they be reconciled with your own?*
Huawei wants to increase its capabilities on search technology. This is similar to the aims of other industries that we collaborate with. For this purpose, Huawei is

collaborating with 200 academic partners across Europe. Of these, 10 have the status of "Joint Lab", aiming at longer term collaborations. Huawei is also investing in its own staff in a newly established Amsterdam research facility on the same topics as the Joint Lab < <https://www.linkedin.com/jobs/view/1523592787/>>

Q3: What form will the partnership take

- *What parties are directly or indirectly involved in the partnership?*
The contract will be between Huawei Finland, VU and UvA
- *Will any third parties be joining at a later stage who could demand a particular role or a stake?*
Addition of any new party would require a revision of the contract which would need agreement of all parties involved. The current contract binds Huawei to the agreed upon period and funds (4 years [REDACTED], under condition of approval by a monitoring board which has members of VU, UvA and Huawei Finland. We are currently negotiating the voting procedure in this monitoring board.

Q4: Who will fund the partnership, and how will this affect the partners' rights, obligations and responsibilities?

Funding will come from Huawei Finland. Rights and obligations are agreed upon in a contract signed by VU, UvA and Huawei Finland, negotiated by legal staff from each partner, and approved by the board of directors of VU and UvA.

Q5: Can all partners access and use the findings of the joint research?



Q6: Do the participants understand the potential risks and know about precautions that have been taken or need to be taken?

- *Are staff fully aware of the specific risks of working with Chinese parties?*
VU and UvA have experience with academic-industrial collaborations in half a dozen ICAI labs. Leading VU and UvA staff involved in the Knowledge and Language Lab ([REDACTED] and [REDACTED]) have a decade of experience with collaborations with China ([REDACTED] has an adjunct appointment in Wuhan, both have made multiple research trips to China each year for the past decade).
- *Are there any regulations or protocols they need to know about?*
The contract stipulates that the staff will operate under the VSNU guidelines for scientific conduct.

Q7: Can restrictions on academic freedom be expected?

The choice of topics to be taken on in the joint lab will be agreed upon mutually (see comments above), under final approval of the supervisory board, voting rights in this board

are subject to current discussions. VU and UvA can publish any of the results, subject to a 30 day embargo period for protection of IP and confidentiality (see comments for above for freedom to publish). This is the same as our contracts with European business partners. Staff recruitment is the sole responsibility of VU and UvA.

Q8: Does data management meet the required standards?

Data will flow from Huawei Finland to us, not vice versa (ie we don't share any data with Huawei). The data that Huawei Finland shares with us is from their European customers, falls under GDPR, is hosted on European servers and will only be shared with us after anonymization.

Q9: To what extent can employees or others involved in the partnership be exposed to risks of a political nature?

We are not aware of any such “risks of a political nature”. Huawei collaborates with 150 academic partners across Europe. We have enquired with some other labs in Europe that have similar collaborations with Huawei, and no such risks were experienced by others.

Q10: Are there commercial interests at stake

[REDACTED]

Further practical precautions

Awareness. VU and UvA are both aware of and have experience with collaborations with China. Intended Lab directors [REDACTED] and [REDACTED] have a decade of experience in academic collaborations with China (yearly visits, adjunct appointment, visiting CSC students, Chinese staff members). The contract with Huawei Finland has been negotiated by the legal departments and discussed with the boards of directors of both Universities.

Use of equipment and information; cyber hygiene. All data will be stored on our own servers, we are not committed to using Huawei hardware.

Collaboration strategy The proposed Knowledge & Language Lab has been actively discussed with policy makers at both Universities, both legal and strategic.

Role of the Dutch intelligence services

- *Have you requested information from the AIVD or has the AIVD already given you information about the risks of working with Chinese partners?*
[REDACTED]
- *Are you aware that there is a specific/heightened risk: in using particular IT applications in China and social media of Chinese origin (e.g. WeChat) when communicating with Chinese people?*
No communication using Chinese social media is foreseen

- *Are you aware that there is a specific/heightened risk in allowing Chinese students and researchers to access Dutch university networks?*
All staff in the lab will be recruited and employed by VU and UvA. No Huawei staff will have access to university networks.
- *Are you aware that long-term relations and financial dependence on Chinese funding sources increase vulnerability?*
Funding for the Knowledge & Language Lab is a welcome and important addition to our research portfolio but the viability of our labs do not depend on it.