



Datum
22 augustus 2023

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-

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Bijlage
1

Ons kenmerk
2023-096266

Onderwerp
Deelbesluit I

Geachte heer [REDACTED]

1. Verzoek

Bij schrijven van 15 februari 2013 heeft u met beroep op de Wet open overheid (Woo) verzocht om openbaarmaking van – kort samengevat – *“alle informatie met betrekking tot alle relaties tussen de Universiteit van Amsterdam, haar medewerkers en/of door haar gemandateerde rechtspersonen met externe partijen die vallen onder de paraplu van het Innovation Center for Artificial Intelligence vanaf 1 april 2018.”*

U heeft daarbij aangegeven dat het u gaat om contracten die gesloten of afspraken die gemaakt zijn tussen de UvA en de door u genoemde externe partijen, financiële relaties tussen de UvA en de externe partijen, het financieren van onderwijs en/of onderzoek door deze externe partijen, inrichting (inhoudelijk en/of qua opzet) van onderwijs en/of onderzoek door de externe partijen en communicatie over onderwijs en onderzoek naar media door de UvA en/of deze externe partijen.

Bij schrijven van 10 maart 2023, met kenmerk 2023cu0146, is de ontvangst van uw verzoek bevestigd. Bij schrijven van 10 maart 2023, met kenmerk 2023cu0138 is de beslistermijn met twee weken verdaagd. Bij schrijven van 27 maart 2023, met kenmerk 2023cu0182 is u medegedeeld dat naar aanleiding van uw verzoek bij de betrokken partijen zienswijzen zijn opgevraagd. Deze ontvangen zienswijzen zijn meegenomen in de belangenafweging. Eind april 2023 is door een medewerker van de afdeling Juridische Zaken telefonisch contact met u opgenomen waarin u bent geïnformeerd over de grote hoeveelheid aangetroffen stukken, en waarbij is gesproken over de interpretatie van uw verzoek. U heeft aangegeven dat e-mailberichten en documenten die enkel een praktische aard hebben (agendaverzoeken, nieuwsbrieven, correspondentie over het plannen van een bijeenkomst e.d.) niet onder uw verzoek vallen. Bij e-mailbericht van 1 mei 2023 heeft een medewerker van de afdeling Juridische Zaken u gevraagd om in te stemmen met een verdaging van de beslistermijn tot 30 juni 2023. U heeft daarmee schriftelijk ingestemd op 8 mei 2023.

Op 30 juni 2023 heeft er een telefonisch contact plaatsgevonden, waarbij u gelet op de omvang van het verzoek, heeft ingestemd met een afhandeling van uw verzoek middels deelbesluiten. U heeft ingestemd met een nadere verdaging tot 31 juli 2023. Dit is schriftelijk aan u bevestigd per e-mailbericht van 30 juni 2023.

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Bij schrijven van 9 augustus 2023 heeft u het College van Bestuur (hierna: het College) in gebreke gesteld.

2. Wettelijk kader

In artikel 2.1 van de Woo is bepaald dat onder publieke informatie wordt verstaan: informatie neergelegd in documenten die berusten bij een orgaan, persoon of college als bedoeld in artikel 2.2, eerste lid, of informatie die krachtens artikel 2.3 door een bestuursorgaan kan worden gevorderd.

Ingevolge artikel 4.1, eerste lid van de Woo kan een ieder een verzoek om publieke informatie richten tot een bestuursorgaan of een onder verantwoordelijkheid van een bestuursorgaan werkzame instelling, dienst of bedrijf. In het laatste geval beslist het verantwoordelijke bestuursorgaan op het verzoek.

Artikel 4.2a van de Woo bepaalt dat indien een voldoende gespecificeerd verzoek zodanig omvangrijk is dat niet binnen de termijn van artikel 4.4, eerste lid, kan worden beslist, het bestuursorgaan voor het einde van die termijn in overleg treedt met de verzoeker over de prioritering van de afhandeling van het verzoek. Het bestuursorgaan verstrekt de gevraagde documenten zo veel mogelijk in de door de verzoeker gewenste volgorde.

In artikel 4, vijfde lid, van de Woo is voorts bepaald dat indien het bestuursorgaan heeft besloten informatie te verstrekken, de informatie tegelijk met de bekendmaking van het besluit wordt verstrekt, tenzij naar verwachting een belanghebbende bezwaar daartegen heeft, in welk geval de informatie wordt verstrekt twee weken nadat de beslissing is bekendgemaakt. Indien wordt verzocht om een voorlopige voorziening als bedoeld in artikel 8:81 van de Algemene wet bestuursrecht, wordt de openbaarmaking opgeschort totdat de voorzieningenrechter uitspraak heeft gedaan of het verzoek is ingetrokken.

In artikel 5.1, tweede lid, aanhef en onder b, van de Woo is, voor zover hier van belang, bepaald dat het openbaar maken van informatie achterwege blijft voor zover het belang daarvan niet opweegt tegen de economische of financiële belangen van de Staat, andere publiekrechtelijke lichamen of bestuursorganen.

Ingevolge artikel 5.1, tweede lid, aanhef en onder e, van de Woo blijft het openbaar maken van informatie achterwege voor zover het belang daarvan niet opweegt tegen het belang van de eerbiediging van de persoonlijke levenssfeer.

Ingevolge artikel 5.1, tweede lid, aanhef en onder f, van de Woo blijft het openbaar maken van informatie achterwege voor zover het belang daarvan niet opweegt tegen het belang van de bescherming van andere dan in het eerste lid, onderdeel c (van dit artikel), genoemde concurrentiegevoelige bedrijfs- en fabricagegegevens.

3. Zoekslag

Er is onderzoek gedaan naar aanwezige documenten bij de griffie en het secretariaat van het College van Bestuur en de Faculteit der Natuurkunde, Wiskunde en Informatica, waarbij betrokken onderzoekers en medewerkers zijn verzocht hun e-mailboxen en (digitale) archieven te onderzoeken op documenten die mogelijk aan het verzoek voldoen.

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4. Overwegingen

De Woo kent als hoofdregel dat publieke informatie openbaar is, tenzij er zwaarwegende redenen zijn die zich verzetten tegen openbaarmaking. De uitzonderingsgronden en beperkingen op deze regel zijn in artikel 5.1 en artikel 5.2 van de Woo neergelegd. Dit deelbesluit ziet, volgens afspraak, enkel op openbaarmaking van overeenkomsten. Beoordeling van dit onderdeel van uw verzoek heeft ./ geleid tot verschillende documenten die voor openbaarmaking in aanmerking komen. Deze documenten zijn opgenomen in een inventarislijst, die als bijlage A bij dit deelbesluit is gevoegd. In de inventarislijst is per document opgenomen welke uitzonderingsgrond van toepassing is op de daarin weggelakte gegevens en passages. De corresponderende motivering treft u aan in dit besluit.

I. Artikel 5.1, eerste lid, aanhef en onder b

Universiteiten zijn deels afhankelijk van derde geldstromen, het genereren van inkomsten uit onderzoeksverbanden en samenwerkingen met derden, vaak private partijen. Als het College bedrijfsgevoelige informatie van opdrachtgevers openbaar zou maken, zoals het onderzoeksplan en specifiek afgesproken contractsbepalingen, zou dit tot gevolg kunnen hebben dat deze derden niet meer met de UvA willen samenwerken en het betreffende onderzoek elders zullen onderbrengen, bijvoorbeeld middels private onderzoeksinitiatieven of bij niet-openbare universiteiten, waarbij er geen vrees bestaat dat de betreffende informatie en projectplannen middels de Woo openbaar dienen te worden gemaakt. Derden stemmen bovendien mogelijk hun onderhandelingspositie af op de openbaargemaakte gegevens, waardoor de economische en financiële belangen van de UvA en de betrokken bedrijven kunnen worden geschaad.

Voorts geldt ten aanzien van de project- en onderzoeksplannen bovendien dat deze dusdanige concurrentiegevoelige informatie bevatten dat openbaarmaking hiervan zowel de financiële belangen van de UvA als de financiële belangen van de betrokken derden zal schaden. Wanneer de specifieke onderzoeken en onderzoeksmethoden openbaar worden gemaakt, kunnen anderen hiermee hun voordeel doen. Men kan immers uit die informatie destilleren hoe een bepaald onderzoek wordt uitgevoerd en op welke gebieden de betrokken partijen de onderzoeksresultaten wensen in te zetten dan wel wat voor strategische stappen deze bedrijven de komende jaren wensen te zetten. Wanneer anderen dusdanige specifieke kennis hebben van de strategie van de betreffende bedrijven en het specifieke onderzoek verzwakt dit de concurrentiepositie van de UvA en de betrokken derden aanzienlijk. Voorts geldt bovendien dat openbaarmaking van de onderzoeksplannen het onderzoek van promovendi kan schaden, met alle (financiële) gevolgen van dien.

Voor zover de projectplannen onderzoeksresultaten bevatten geldt dat onderzoeksresultaten volgens vaste jurisprudentie geen betrekking hebben op de bestuursvoering van de universiteit. Onderzoeksgegevens betreffen derhalve geen publieke informatie zoals bedoeld in de Woo. Onderzoeksresultaten worden over het algemeen gepubliceerd en wanneer dit niet het geval is, is het mogelijk dat de betreffende resultaten zouden kunnen leiden tot een patent c.q. anderszins bescherming genieten als intellectueel eigendom en daarmee potentieel tot inkomsten voor de UvA. Gelet op het voorgaande dient openbaarmaking van deze gegevens op grond van artikel 5.1, eerste lid, aanhef en onder b van de Woo te worden geweigerd.

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II. Artikel 5.1, tweede lid, aanhef en onder e

In alle documenten die (deels) openbaar worden gemaakt zijn de persoons- en contactgegevens, handtekeningen en rekeningnummers weggelakt voor zover dit gegevens betreffen van personen die vanuit hun functie niet in de openbaarheid treden. Door openbaarmaking van deze gegevens wordt de persoonlijke levenssfeer van de betreffende personen aangetast. Ten aanzien van deze gegevens dient het belang van de eerbiediging van de persoonlijke levenssfeer zwaarder te wegen dan het belang van de openbaarheid. Om die reden worden de betreffende gegevens niet openbaar gemaakt. Bovendien maakt het weglaten van bovengenoemde gegevens niet dat de verstrekte informatie inhoudelijk anders of onleesbaar wordt, terwijl openbaarmaking van deze gegevens zou leiden tot een onevenredige inbreuk op de persoonlijke levenssfeer van betrokkenen, nu deze personen verder geen publieke functie uitoefenen. Handtekeningen van personen die vanuit hun functie in de openbaarheid treden zijn eveneens weggelakt, nu de combinatie van (digitale) handtekening en naam gemakkelijk tot misbruik ervan zou kunnen leiden.

Voorts zijn uit de documenten alle (financiële) gegevens weggelakt die kunnen leiden tot inzicht in de omvang of duur van een aanstelling of benoeming, en inzicht in of berekening van de salariering of het uurtarief van de betrokken personen of derden. Het is vaste jurisprudentie dat salarisgegevens onder de bescherming van de persoonlijke levenssfeer vallen, zie onder meer ECLI:NL:RVS:2014:3559.

III. Artikel 5.1, tweede lid, aanhef en onder f

De overeenkomsten zijn voor een deel standaardovereenkomsten. Voor zover deze overeenkomsten bepalingen bevatten die afwijken van de standaard, wordt openbaarmaking van deze bepalingen geweigerd nu het belang van de bescherming van concurrentiegevoelige bedrijfs- en fabricagegegevens zwaarder dient te wegen dan het belang van de openbaarheid. Indien de betreffende gegevens openbaar worden gemaakt is niet ondenkbaar dat andere partijen, i.c. andere universiteiten of concurrenten van de betreffende partijen, de informatie zullen gebruiken om hun onderhandelingspositie richting de contractspartijen en/of derden te versterken. Hetgeen onder I. is opgemerkt ten aanzien van de weigering tot het openbaar maken van specifieke bepalingen uit de overeenkomsten en de betreffende onderzoeksgegevens geldt hier eveneens. Voornoemde gegevens geven immers inzicht in de bedrijfsvoering en strategie van de betrokkenen. Wanneer anderen inzicht krijgen in deze gevoelige bedrijfsinformatie kan dit leiden tot een aanzienlijke financiële schade, nu dit de concurrentiepositie van deze derden kan versterken, en de concurrentiepositie van betrokkenen juist verzwakt.

5. Uitgestelde openbaarmaking

Bij schrijven van 27 maart 2023 is aan u medegedeeld dat de UvA aanleiding zag om toepassing aan artikel 4.4, derde lid van de Woo te geven en partijen om een zienswijze te vragen. Eén of meer van de betrokkenen zou mogelijk bezwaar kunnen hebben tegen openbaarmaking van de documenten. Derhalve zullen wij, op grond van artikel 4.4, vijfde lid van de Woo, de documenten twee weken na dagtekening van dit besluit verstrekken, zodat de belanghebbende(n) de mogelijkheid wordt geboden om een rechtsmiddel aan te wenden.

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6. Deelbesluiten

Gelet op de hoeveelheid stukken stelt het College voor om in de aankomende periode in delen de overige gevraagde stukken voor zover daaraan geen uitzonderingsgronden in de weg staan, openbaar te maken. Daarbij is het streven om voor 30 september 2023 een tweede deelbesluit te hebben genomen. Indien u een voorkeur heeft voor het soort documenten welke bij het volgende deelbesluit openbaar worden gemaakt verneemt het College dit graag voor 25 augustus 2023. Mogelijk zullen bij het nakijken en beoordelen van de overige documenten nog overeenkomsten worden aangetroffen. Wanneer een overeenkomst middels dit deelbesluit niet openbaar wordt gemaakt en niet in de inventarislijst is opgenomen, dient dit niet te worden opgevat als een weigering tot openbaarmaking. In dat geval zal de overeenkomst zo spoedig mogelijk bij een volgend deelbesluit alsnog in het besluit worden betrokken.

7. Ingebrekestelling

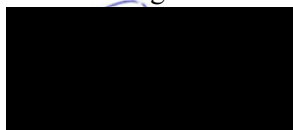
Bij schrijven d.d. 9 augustus 2023 heeft u het College in gebreke gesteld wegens niet tijdig beslissen. Het College dient derhalve uiterlijk 23 augustus 2023 op het verzoek te beslissen. In artikel 8.2 van de Woo is bepaald dat paragraaf 4.1.3.2 van de Algemene wet bestuursrecht niet van toepassing is op Woo-besluiten. Gelet hierop kan van een dwangsom nimmer sprake zijn, nog daargelaten dat middels dit besluit binnen veertien dagen na ontvangst van de ingebrekestelling, is beslist.

8. Besluit

Het College van Bestuur besluit:

- uw verzoek voor zover dit ziet op de overeenkomsten van de ICAI labs, toe te wijzen met inachtneming van artikel 5.1 van de Woo.

Hoogachtend,
het College van Bestuur,



prof. dr. Geert T.M. ten Dam,
voorzitter

Tegen deze beslissing kunt u binnen 6 weken na verzending van deze beslissing bezwaar instellen bij het College van Bestuur van de Universiteit van Amsterdam, t.a.v. Juridische Zaken, Postbus 19268, 1000 GG Amsterdam. Uw bezwaarschrift dient ondertekend te zijn en bevat ten minste uw naam, adres, datum, gronden van het bezwaar en een omschrijving van het besluit waartegen het bezwaar zich richt of een afschrift van het besluit waartegen het bezwaar zich richt.

nr	document(en)	reeds openbaar	niet	geheel	deels	art. 5.1, lid 2, b /art. 5.1, lid 2, f	art. 5.1, lid 2, e	art. 5.1, lid 2, g	art. 5.2, lid 1	Dubbel/bijlage
Inventarislijst Woo ICAI										

EXECUTION VERSION

Collaboration Agreement IIAI-UVA LAB

This Collaboration Agreement (hereinafter referred to as “**Agreement**”) is made as of March 11, 2019 (the “**Effective Date**”) between:

Inception Institute of Artificial Intelligence Ltd, having its office at 2301, 23, Al Khatem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates, (hereinafter referred to as “**IIAI**”, also acting for the benefit of its Affiliates); and

Universiteit van Amsterdam, having its office at Spui 21, 1012 WX Amsterdam, the Netherlands, (hereinafter referred to as “**UvA**”);

(Hereinafter together referred to as the “**Parties**” and separately as “**Party**”)

WHEREAS

1. UvA conducts research through industry labs with the business sector, government and other knowledge institutes in the field of Artificial Intelligence under the name of Innovation Center for Artificial Intelligence (ICAI);
2. IIAI wishes to start an industry lab within ICAI and wishes to collaborate in the field of “medical imaging” through performance of one or more research projects involving UvA’s PhD students and Postdoc’s which projects shall be sponsored by IIAI;
3. Parties wish to lay down in this Agreement the terms and conditions that will govern their collaboration and each such project.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1 - DEFINITIONS

The following definitions shall apply:

Affiliate means, in relation to either Party, any legal entity which is directly or indirectly (i) owned or controlled by that Party; (ii) owning or controlling that Party; or (iii) owned or controlled by the legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate for as long as such ownership or control exists. For the purpose of this definition, an entity is controlled if more than 50% (fifty per cent) of its voting stock is owned by the controlling entity or if such controlling entity has the ability to direct the business activities of the entity or to appoint the majority of the directors of the entity concerned.

Agreement means this document including any and all Appendices and amendments signed and initialled by the Parties and attached hereto or referenced herein.

Background means any and all Information and Software which are not publicly available when disclosed under this Agreement, as well as Intellectual Property Rights pertaining to such Information that are

- a) developed or obtained by a Party prior to the commencement of a Project, or
- b) developed or obtained by a Party subsequent to the commencement of a Project, but independently of the Project, or
- c) acquired by a Party from a third party subsequent to the commencement of a Project, in each case only when offered by a Party as potentially suitable for use by the Parties in pursuit of the Project, but only in pursuit of the Project, and listed in the Project Plan.

Effective Date means the date first written above.

Foreground means Information, IPR, and Software as is generated by a Party from work carried out in the Project.

Information shall mean all technical information including drawings, specifications, photographs, samples, models, processes, procedures, instructions, reports, articles, correspondence, and all other technical or commercial information, data and documents of any kind whatsoever, including oral information if confirmed in writing within thirty (30) days of disclosure but excluding any IPR to which the Information relates.

Lab Manager shall have the meaning as described to it in article 3.c.

Intellectual Property Rights or **IPR** means: patent, utility models, model rights, and any other form of protection afforded by law to inventions, models or technical Information, and applications therefore, but excluding copyrights to Software and to publications by the parties.

Patient Information means all information in electronic or paper form, including images, relating to a patient or other natural person, which is disclosed pursuant to the terms of this Agreement.

Personal Data means any information as defined by article 4 section (1) of the European General Data Protection Regulation (GDPR), i.e. any information relating to an identified or identifiable natural person ('data subject').

PhD Student means a PhD Student employed by UvA and participating in the Project.

Postdoc means a post-doctoral researcher employed by UvA and participating in the Project.

PPS allowance means the allowance according to the Dutch regulation of the Minister of Economic Affairs of July 11, 2014, published in the Staatscourant 2014, nr. 20679 including any legislative instrument superseding, amending, or replacing this regulation ('Regeling nationale EZ-subsidies') and the corresponding legislation, including but not limited to the Dutch decision of the Minister of Economic Affairs of November 21, 2008 published in the Staatscourant 2008, nr 499, ('Kaderbesluit nationale EZ-subsidies') including any legislative instrument superseding, amending, or replacing this decision.

Project means each collaboration project in the field of "medical imaging" to be conducted under this Agreement in accordance with the executed Project Plan.

Project Plan means the project description as laid down in **Appendix A** specifying the details of each Project as agreed upon by the Parties.

Software means digital information including i) sequences of instructions to carry out a process in, or convertible into, a form executable by a computer, and fixed in any tangible medium of expression, including but not limited to object and source code, and ii) non-executable data upon which said instructions are configured to operate, including but not limited to data sets and databases for training machine-learning algorithms.

Subcontractor means a third party which by means of a contractual arrangement with a Party, carries out work for the Project on behalf of that Party.

Use means the direct or indirect utilisation of Foreground in further research activities other than those covered by the Project, or for developing, creating and marketing a product or process, or for creating and providing a service.

Article 2 – PURPOSE AND SCOPE OF THE CO-OPERATION

- 2.1 The Parties undertake to co-operate under the conditions of this Agreement in order to achieve the goals of the Project(s). The UvA carries out its work with due observance of the applicable regulations for academic and scientific research, including the Netherlands Code of Conduct for Research Integrity (<http://www.uva.nl/en/research/research-at-the-uva/academic-integrity/academic-integrity.html>).
- 2.2 The Parties shall detail each Project that they will undertake under this Agreement in a Project Plan. Each executed Project Plan will be part of this Agreement and governed by the terms and conditions of this Agreement. **Appendix A** includes the Project Plans at the start of this Agreement.
- 2.3 The Parties agree and undertake to perform those parts of the Project and to contribute such resources as are allocated to each of them in the executed Project Plan.

Article 3 – GOVERNANCE

This co-operation will be organised as the “IIAI-UvA Lab”, located at the premises of the UvA at Science Park, Amsterdam, with the following governance structure:

- a. The Governing Board: Parties will establish a governing board comprised initially of two (2) members (the “Governing Board”). One member shall be chosen by IIAI, the other by the UvA. The Governing Board members will be the primary contact for each Party. All decisions of the Governing Board must be unanimous to have any effect.

The Governing Board shall be responsible for amongst others:

- Approving the Project Plan and the annual update of the same;
- Approving annual budgets;
- Reviewing the yearly financial report;
- Recommending the addition of any third party as a party to this Agreement;
- Making a proposal for the appointment or discharge of the Director(s) of IIAI-UvA Lab to UvA.

- b. Director(s) IIAI-UvA Lab: the Director(s) shall be responsible for:

- Proposing the annual update of the Project Plan to the Governing Board;
- Managing, appointing and discharging the Lab Manager;
- Hiring PhD’s and postdoc researchers for the Lab;
- Preparing and presenting the quarterly reports to the Governing Board;
- Proposing the annual budgets, and
- Coordinating the publication of any research papers, inter alia ensuring the appropriate prior consultation with IIAI in accordance with article 8 of this Agreement.

- c. Lab Manager: the Lab Manager shall be responsible for daily activities in close cooperation with the directors:

- Guiding PhD-students in cooperation with the scientific director(s);
- Updating running and preparing new annual plans and budget of the lab;
- Keeping track of expenses made from the lab budget;
- Preparing quarterly reports, scientifically and financially;
- Daily communication with the representatives of IIAI and UvA;
- Setting up and keeping records and registers, like for IDF’s and master students involved in the lab and
- Preparing the directors meetings.

Article 4 – EXECUTION OF THE CO-OPERATION AND FINANCING

- 4.1 After consultation with IIAI, UvA shall appoint a PhD Student (or Postdoc) who shall be scientifically qualified to perform the work in the Project. IIAI shall be closely involved in the selection process for PhD students.
- UvA will arrange for the supervision of the PhD Students. IIAI will be involved as co-supervisor. In the event a Project also partially takes place at IIAI's premises, IIAI shall supervise the PhD Student at IIAI's premises.
- 4.2 Each Party undertakes to use reasonable endeavours:
- (a) to perform on time the tasks and work packages assigned to it in the Project Plan and to make available required rights and information on time to the other Party under the terms and conditions of Article 7;
 - (b) to participate actively with the relevant other Party in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it jointly or solely;
 - (c) to ensure that the PhD Student(s) is/are able to effectively execute the Project.
- 4.3 The Parties agree that the budget and the tariffs indicated in **Appendix B** shall apply to the activities under this Agreement. In return for the performance of the Projects and the transfer and grant of rights to IIAI under this Agreement, IIAI shall pay to the UvA the overall amount of EUR 2,000,000.00 (two million euro) (excluding VAT) according to the payment terms, as laid down in **Appendix B**.

Article 5 - SUBCONTRACTING

- 5.1 If any Party proposes to engage a Subcontractor to carry out any part of that Party's work on the Project, such engagement shall be subject to prior written approval of the other Party and only be on terms, which enable that Party to carry out its obligations under this Agreement and which are in line with the confidentiality obligations of the Parties under this Agreement. That Party shall not, without the prior written agreement of the other Party, grant to the Subcontractor any rights to or under any Foreground of the other Party other than in order to carry out the sub-contracted part of that Party's work on the Project. No license under any Foreground of another Party shall be granted to a Subcontractor.
- 5.2 Each Party shall remain liable for the acts of its Subcontractors whether or not a Party's consent was given. The other Party shall deal exclusively with the subcontracting Party and the subcontracting Party is responsible for the performance of any part of its work on the Project to the other Party at all times.

- 5.3 Each Party shall ensure that all Foreground generated by a Subcontractor through the engagement of a Subcontractor by a Party to carry out any part of that Party's work on the Project shall be vested in or assigned to the Party who engages the Subcontractor, subject to the further provisions of Article 7.

Article 6 - CONFIDENTIALITY

- 6.1.1 Subject to Article 6.3, all information of whatever nature or form disclosed by a Party or its Affiliates (the "Disclosing Party") to the other Party or its Affiliates (the "Receiving Party") in connection with the Project after the Effective Date, and which:
- (a) if disclosed in tangible form, was marked as "Confidential" at the time of such disclosure; or
 - (b) if disclosed orally, was identified as confidential at the time of such disclosure and confirmed as confidential in writing within thirty (30) days after disclosure;
- is "Confidential Information".
- 6.1.2 Each Receiving Party undertakes not to use Confidential Information for any purpose other than:
- (a) in accordance with the terms of this Agreement; and
 - (b) for the purpose of performing obligations pursuant to this Agreement.
- 6.1.3 Each Receiving Party undertakes to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care) and, subject to Article 6.5, not to disclose Confidential Information to any third party, excluding Affiliates, without the prior written consent of the Disclosing Party.
- 6.2 For any Confidential Information, the period of confidentiality shall be until five (5) years after termination of this Agreement.
- 6.3 No information disclosed by any Disclosing Party shall be deemed to be (or to remain) Confidential Information for the purposes of this Agreement, to the extent that any Receiving Party can show that the information concerned:
- (a) was publicly available at the time of disclosure or has become publicly available by no wrongful act or omission on the part of the Receiving Party or any of its Affiliates;
 - (b) was in the possession of the Receiving Party or one of its Affiliates without confidentiality obligation at the time of disclosure;
 - (c) was lawfully obtained by the Receiving Party or any of its Affiliates from a third Party without an obligation of confidentiality; or
 - (d) was developed by the Receiving Party or any of its Affiliates independently from the other Parties' Confidential Information.

For the sake of clarity, nothing in this Article 6.3 grants any right to any Affiliate of any Party to receive any Confidential Information, save pursuant to the provisions of Article 6.5.

- 6.4 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure: (i) notify the Disclosing Party; and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 6.5.1 For the avoidance of doubt, the confidentiality obligations under this Agreement shall not be interpreted so as to prevent the communication of any information to any Affiliate or to any other third party, insofar as strictly required for the proper carrying out of this Agreement.
- 6.5.2 With respect to any permitted disclosure of any of the Confidential Information referred to in Article 6.5.1 above by a Receiving Party (including but not limited to its Affiliates and Subcontractors) to a third party, the Receiving Party will: (i) ensure that appropriate arrangements are in place prior to any such disclosure, to protect the Confidential Information to a similar degree as provided in Article 6.1; and (ii) use reasonable endeavours to ensure compliance with such arrangements.

Article 7 - OWNERSHIP OF FOREGROUND AND INTELLECTUAL PROPERTY RIGHTS

■ **RESEARCH** *Journal of Management Education* 36(10):1103-1116

[REDACTED]
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■ [REDACTED]
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7.11

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Article 8 - PUBLICATIONS

- 8.1 Subject to the provision of this Article 8, a Party is allowed to publish about the Project or all or part of the Foreground, for example in a lecture, scientific publication or in a dissertation. The copyrights to such publications rest with the Party (-ies) making that publication according to academic standards.
- 8.2 During the Project and within a period of one (1) year after termination or completion of the Project, a Party shall not be allowed to publish about the Project or disclose Foreground to third parties without the other Parties' prior written consent based on the publication procedure mentioned in this Article 8. Such consent by the other Party shall not be unreasonably withheld.
- 8.3 A copy of any proposed publication in connection with or relating to the Project shall be sent or made available to the other Party. The other Party may object to the publication within thirty (30) days after receipt of a copy of the proposed publication on any of the following grounds: (i) the proposed publication includes matter for which IPR's can be applied for, (ii) that the proposed publication includes the Confidential Information of the objecting Party. The proposed publication shall not take place until the expiry of the above period of thirty (30) days. In the absence of any objection within the above mentioned period, it is deemed that the Parties agree to the proposed publication.

The objection has to include a precise request for necessary modifications. If an objection has been raised, the Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amending the planned publication and/or by protecting information before publication), provided that the scientific integrity is preserved. The Party objecting to a Publication shall not unreasonably continue the opposition, where appropriate actions are performed following the discussion.

If the objection is based on (i), the intended publication can be delayed for up to three (3) months to allow an application for Intellectual Property Rights to be filed or to modify the publication. As from the expiration of this term, the UvA will be entitled to publish the proposed publication.

- 8.4 The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication Articles have to be respected.

Article 9 – WARRANTY AND LIABILITY

- 9.1 Parties shall perform their duties under this Agreement observing recognized scientific and academic standards and according to the normal custom and practice of a reasonable research institution.
- 9.2 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.
- 9.3 Unless otherwise explicitly agreed by the Parties in this Agreement, in supplying any information or materials to the other Party each Party undertakes to use all reasonable endeavours to ensure the accuracy thereof and (in the event of any error therein) promptly on becoming aware, to correct the same, but the supplying Party shall be under no further obligation or liability in respect of the same, and no warranty condition or representation of any kind is made, given or to be implied in any case as to the sufficiency, accuracy or fitness for purpose of such information or materials, or the absence of any infringement of statutory monopoly or intellectual property rights of third parties by the use of such information and materials, and the recipient Party shall in any case be entirely responsible for the use to which it puts such information and materials.
- 9.4 Each Party shall be solely liable for any loss incurred by, or damage or injury to third parties resulting from the carrying out by it or on its behalf of the Project and/or from its use of Foreground and/or Background.
- 9.5 Neither Party shall be liable in respect of infringement of any patent or other right of any third party resulting from the other Party (or any of its Affiliates) exercising any of the access rights granted under this Agreement.
- 9.6 The total liability of both Parties shall be limited to the amount of remuneration agreed to be paid under the relevant individual Project Plan.

Article 10 – DATA PROTECTION

- 10.1 The Parties will obey any applicable data protection laws and will obligate their respective assignees to obey such data protection laws.
- 10.2 Each Party first contributing certain Patient Information under this Agreement warrants that:
 - a. it has obtained the Patient Information, if any, with due observance of the rights of the patients or other persons involved and in compliance with all applicable laws and regulations, including without limitation, privacy and medical secrecy laws, laws and

regulations applicable to the activities of such Party, and, to the extent applicable, the Declaration of Helsinki as revised by the World Medical Assembly, as well as the applicable procedures and the internal guidelines of such Party (hereinafter "Applicable Regulations");

- b. it has the authority to disclose the Patient Information, if any, to the other Party under this Agreement, and that where legally required and relevant, it has obtained appropriate informed consents from all the patients or other persons involved, or approval from the applicable ethical review board has been obtained, all in compliance with Applicable Regulations; and there is no restriction in place that may prevent the other Party to use the Patient Information for the purpose of the Agreement;
- c. the Patient Information transferred to the other Party is of adequate quality as to serve the purpose of the activities for which the Patient Information will be used as the contributing Party has been informed about such purpose; and
- d. the Patient Information, which it provides to the other Party pursuant to this Agreement, does not include Personal Data;
- e. it has taken and will take all necessary steps to ensure that all Personal Data is removed from the Patient Information, made illegible, or otherwise made inaccessible to the other Party (i.e. de-identify) prior to providing the Patient Information to the other Party;
- f. the Patient Information will not be directly or indirectly related to individual persons in any way.

10.3 Each Party first contributing certain Patient Information hereby authorizes and allows the other Party to use the Patient Information for the purpose of research and development (including submission to regulatory bodies) and further scientific, publication and business purposes, unless otherwise explicitly specified by the contributing Party in writing.

Article 11 – START - DURATION – TERMINATION

11.1 ~~This Agreement shall enter into force at the Effective Date under the condition that the~~ PPS allowance will be granted in accordance with the budget as laid down in **Appendix B** and under the condition of a positive decision of the internal ethics committee (if applicable) and shall expire after a period of five (5) years from the Effective Date or upon completion of the last Project, whichever is later, unless earlier terminated in accordance with the provisions of this Agreement.

11.2 Either Party may (without prejudice to its other rights and remedies under this Agreement and in law) terminate this Agreement (in whole or in part) by giving a written notice to the

other Party if the other Party defaults in the due performance or observance of any material obligation under this Agreement, and (in the case of a remediable breach) fails to remedy the breach within thirty (30) calendar days of receipt of the aggrieved Party's written notice to do so and any such termination shall take effect either immediately or on such other date as may be specified in the written notice. The licences granted to the defaulting Party by the aggrieved Party under this Agreement shall cease immediately upon the effective date of the termination but the licences so granted by the defaulting Party to the aggrieved Party (including its Affiliates) shall remain in full force and effect. If IIAI terminates this Agreement as aforesaid, UvA shall refund to IIAI the fees paid by IIAI for the then-current contract year prorated, based on the number of months remaining during such contract year.

- 11.3 At the end of the first year of each Project, an evaluation of each PhD Student will take place jointly between the Parties. This evaluation is to verify if it is feasible that the PhD Student finishes the Project and has the appropriate scientific qualifications/capabilities. In case it has been decided that one or more PhD Student(s) is/are not scientifically qualified and no suitable replacement is found within six (6) months after it was decided that one or more PhD Student(s) is/are not suitable, then either Party shall be entitled to partially terminate this Agreement with respect to the affected Project by means of written notice and any such termination shall take effect either immediately or on such other date as may be specified in the written notice. The amount as laid down in Appendix B shall be reduced by the cost of the respective PhD Student(s) on a pro-rata basis in the event that such PhD Student (s) are not effectively executing the Project.
- 11.4 The provisions of Article 6, 7, 8 and 9 shall survive the expiration or termination of this Agreement.

Article 12 – ASSIGNMENT

- 12.1 The rights and obligations arising from this Agreement shall not be assigned to third parties, without the prior written approval of the other Party. However, no consent is required for an assignment or transfer in whole or in part by IIAI to any of its Affiliates. IIAI shall notify UvA of such assignment or transfer in writing.

Article 13 – SETTLEMENT OF DISPUTES

- 13.1 All disputes or differences directly arising in connection with this Agreement, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Amsterdam.

Article 14 – APPLICABLE LAW

This Agreement shall be construed according to and governed by the laws of The Netherlands.

Article 15 – AMENDMENTS - SEVERABILITY

- 15.1 Amendments or changes to this Agreement, including the Project Plans, shall be valid only if made in writing and signed by the authorised signatories of both Parties.
- 15.2 If any of the provisions of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such finding shall not invalidate the remainder of this Agreement which shall remain in full force and effect as if the provision(s) determined to be invalid or unenforceable had not been a part of this Agreement. In the event of such finding of invalidity or unenforceability, the Parties will endeavour to substitute forthwith the invalid, or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided.

Article 16 - NOTICES

Any notice to be given under this Agreement shall be sent by mail or e-mail and in the latter case confirmed by mail to the following addresses:

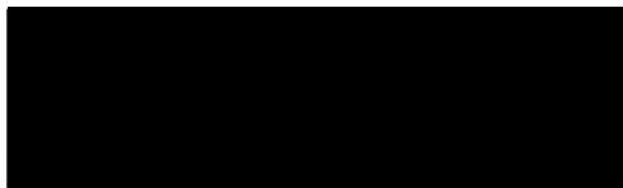
IIAI Contact Person:	[REDACTED]
address	2301, 23, Al Khatem Tower, Abu Dhabi Global Market Square
Place	AL Maryah Island, Abu Dhabi
Country	United Arab Emirates
Telephone	
Fax	
E-mail	[REDACTED]@inceptioniai.org; [REDACTED]@g42.ai

UvA Contact Person	[REDACTED]
address	University of Amsterdam, P.O.Box 94323,
Place	1090 GH Amsterdam
Country	The Netherlands
Telephone	
Fax	
E-mail	[REDACTED]@uva.nl

or to such address and recipients as a Party may designate in respect of that Party by written notice to the others in accordance with this paragraph.

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly signed by the undersigned authorised representatives:

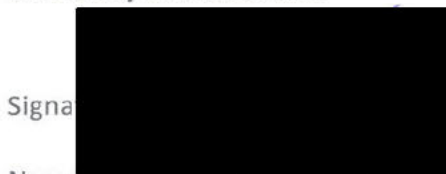
Inception Institute of Artificial Intelligence Ltd



Title: *MANAGING DIRECTOR*

Date: *19 MARCH 2019*

University of Amsterdam



Signature:

Name: Prof. dr. G.I.M. (Geert) ten Dam

Title: President of the Executive Board

Date: *11 MARCH 2019*

Research Proposal for Joint Laboratory

[REDACTED]

[REDACTED]

[REDACTED]

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Appendix B Budget and Payment terms

Budget

	Start	End	#FTE (full time employment)	Person months	Costs
<i>Personnel costs (€)</i>					
PhD students*	TBD	TBD			
Senior Researcher / Assistant Professor	1-7-2019	30-6- 2024			
Professor	1-7-2019	30-6- 2024			
<i>Material costs (€)</i>					
Consumables / Equipment / HPC capacity					
Travel costs (bench fee)					
Total costs (€)					3,969,000
Total funding (€)					3,969,000
Inception Institute of Artificial Intelligence					2,000,000
RVO – PPS funding					600,000
University of Amsterdam					1,369,000

*) The costs for 1 PhD student (48 person months) are € [REDACTED] i.e. € [REDACTED] per person month.

Payment schedule

July 1, 2019	€ 200,000
January 1, 2020	€ 200,000
July 1, 2020	€ 200,000
January 1, 2021	€ 200,000
July 1, 2021	€ 200,000
January 1, 2022	€ 200,000
July 1, 2022	€ 200,000
January 1, 2023	€ 200,000
July 1, 2023	€ 200,000
January 1, 2024	€ 200,000
Total	€ 2,000,000

[REDACTED] g42.ai> dinsdag 29 oktober 2019

13:22

[REDACTED]
Re: Letter Cooperation IIAI and UvA in AIM lab
IIAI - University VAN.pdf; Untitled attachment 00028.html; signature.asc

Dear [REDACTED]

I am pleased to send you a copy of the Amendment executed on behalf of IIAI.

We look forward to receiving a copy executed on behalf of the University.

Thank you very much and best wishes,

[REDACTED]

ADDENDUM 2 TO COLLABORATION AGREEMENT IIAI-UVA LAB

This agreement is dated October 10, 2019,

Parties

- (1) **INCEPTION INSTITUTE OF ARTIFICIAL INTELLIGENCE LTD**, a company established under the laws of Abu Dhabi Global Market, with registered address at 2301, 23, Al Khatem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates (**IIAI**);
- (2) **UNIVERSITEIT VAN AMSTERDAM**, having its office at Spui 21, 1012 WX Amsterdam, Netherlands (**UvA**).

Each a **Party** and collectively known as the **Parties**.

Recitals

- (A) On March 11, 2019, the Parties entered into a collaboration agreement (**Agreement**) pursuant to which the Parties agree to cooperate in research and development projects in the field of medical imaging as per the terms and conditions of the Agreement. On July 16, 2019, the Parties entered into an addendum aimed at amending certain provisions of the Agreement (**Addendum 1**).
- (B) Under Article 11 of the Agreement, the Agreement shall enter into force at the Effective Date under the condition that the PPS allowance is granted in accordance with the budget as set forth under schedule B of the Agreement. To the extent that the PPS allowance was granted in September 2019 only, the Parties have now agreed to amend the payment schedule set forth under Appendix B of the Agreement, as set out in this addendum (**Addendum 2**), as well as the corresponding payment provisions under Article 4.3 of the Agreement, with retroactive effect from the Effective Date of the Agreement.
- (C) It is therefore agreed that, as of the date of this Addendum 2, the provisions hereunder complete or replace the provisions of the Agreement, with retroactive effect to the Effective Date of the Agreement.
- (D) It is therefore agreed as follows:

Agreed Terms

1 TERMS DEFINED IN THE AGREEMENT

In this Addendum, expressions defined in the Agreement and used in this Addendum have the meaning set out in the Agreement.

2 VARIATION

- 2.1 The Addendum is effective as of its execution by the Parties, with retroactive effect to the Effective Date of the Agreement, and is in effect for the entire duration of the Collaboration Agreement.

2.2 With effect from the Effective Date of the Agreement, the Parties agree upon the following :

a. The provisions hereunder replace the "payment schedule" of Appendix B of the Agreement:

Date of invoice issuance	Invoice amount in Euro	Invoice amount in USO
October 15, 2019	€ 200,000	\$224,900
April 15, 2020	€ 200,000	\$224,900
October 15, 2020	€ 200,000	\$224,900
April 15, 2021	€ 200,000	\$224,900
October 15, 2021	€ 200,000	\$224,900
April 15, 2022	€ 200,000	\$224,900
October 15, 2022	€ 200,000	\$224,900
April 15, 2023	€ 200,000	\$224,900
October 15, 2023	€ 200,000	\$224,900
April 15, 2024	€ 200,000	\$224,900
Total	€ 2,000,000	\$2,249,000

2.3 The provisions hereunder complete the provisions of Article 4.3 of the Agreement as follows:

"The dates mentioned in the payment schedule as set forth under Appendix B are the dates on which UVA shall issue its invoice for the corresponding amount. IIAI shall proceed with the corresponding payment within 30 days upon receipt of such invoice.

The Parties agree that IIAI may pay in either (i) Euros; or (ii) US dollars (USO) as per the invoice amount agreed under Appendix B and IIAI shall not be liable for any bank or other costs of conversion incurred by UVA."

2.4 Except as set out in Articles 2.2 and 2.3, all other terms of the Agreement remain the same and the Agreement shall continue in full force and effect.

3 GOVERNING LAW AND JURISDICTION

- 3.1 This Addendum and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with the laws of the Netherlands.
- 3.2 The Parties irrevocably agreed that the courts of Amsterdam have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Addendum or its subject matter.

This agreement has been entered into on the date stated at the beginning of it.

Signed By

Signed By

For
OF

TUTE

For and on behalf of UNIVERSITEIT VAN
AMSTERDAM

FIRST AMENDMENT
(" Amendment")

This Amendment is made and entered into as of July 16, 2019 ("**Amendment Effective Date**")
by and between:

Inception Institute of Artificial Intelligence Ltd, having its office at 2301, 23, Al Khateem Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates, (hereinafter referred to as "**IIAI** ", also acting for the benefit of its Affiliates); and

Universiteit van Amsterdam, having its offices at Spui 21, 1012 WX Amsterdam, The Netherlands (hereinafter referred to as "**UvA**")

(Hereinafter together referred to as "**a Party**" and collectively as "**the Parties**";

WHEREAS:

1. the Parties have entered into a Collaboration Agreement, effective as of March 11, 2019 regarding collaboration between the Parties in the field of "medical imaging" through performance of one or more research projects ("**Agreement**"); and
2. any capitalized term in this Amendment that is not defined herein shall have the meaning ascribed thereto in the Agreement; and
3. the Parties now wish to amend the terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings contained herein, the Parties agree to amend the Agreement as follows:

1. Amendment to the body of the Agreement and the Appendices:

- a. The following definition will be added to Article 1 of the Agreement":
"**UvA Project**" means a Project designated and funded as a UvA Project pursuant to this Agreement, as per Article 4.4.

"**UvA Developed Foreground**" means Foreground resulting from UvA Projects. This includes any inventions, developments, discoveries, data, methodologies, materials, reports, software, copyrightable material, or patentable inventions, that have been prepared, created, or recorded in connection with the execution of a UvA Project.
- b. The following paragraph is added to Article 4:
"4.4 The UvA shall fund the UvA Projects (with a total in kind contribution with a value of € 720.000 (seven hundred twenty thousand euro) according to the budget, as laid down in **Appendix B**". Parties have designated the following Projects described under Appendix A as UvA Projects:
 - I. Medical Image Denoising and Enhancement
 - III. Shape Analysis for Object Segmentation and Structure Analysis

- c. The following paragraph replaces Article 7.3:

[REDACTED]

- d. The following paragraph is added at the end of Article 7.9:

[REDACTED]

- e. The following paragraph replaces the first paragraph of Article 7.12:

[REDACTED]

- f. The following paragraph is added at the end of Article 7.12:

- [REDACTED]
- f. This Amendment 1 shall form an integral part of the Agreement and hence all provisions shall apply also to this Amendment 1.

The provisions of the Agreement will continue in full force and effect, save as amended in this Amendment 1.

2. General

Save as explicitly varied by means of this Amendment, the Agreement, including all Appendices and amendments thereto, shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, duly authorized representatives of each Party have executed this Amendment 1 to be effective as of the Amendment Effective Date.

Inception Institute of Artificial Intelligence Ltd

Signature: [REDACTED]

Name: [REDACTED]

Title: MANAGING DIRECTOR

Date: 16 JULY 2019

University of Amsterdam

Signature: [REDACTED]

Name: Geert T

Title: President of the Board

Date: 26 JULI 2019

PhD Projects Collaboration Agreement dated 26 April 2018

Koninklijke Ahold Delhaize N.V., having its office at Provincialeweg 11, 1506 MA Zaandam, the Netherlands, hereinafter referred to as “AD ” also acting for the benefit of its Affiliates; and

Universiteit van Amsterdam, having its office at Spui 21, 1012 WX Amsterdam, the Netherlands, hereinafter referred to as “UvA”;

hereinafter together referred to as the “Parties” and separately as “Party”,

WHEREAS

1. Parties wish to collaborate in the field of “*Artificial Intelligence for Retail*” through the execution of one or more research projects involving UvA’s PhD students, which projects shall be sponsored by AD; and
2. Parties wish to lay down in this Agreement the terms and conditions that will govern their collaboration in general and each such project in particular,

AGREE AS FOLLOWS:**Article 1 - DEFINITIONS**

The following definitions shall apply:

An **Affiliate** means, in relation to either Party, any legal entity which is directly or indirectly (i) owned or controlled by that Party; (ii) owning or controlling that Party; or (iii) owned or controlled by the legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate for as long as such ownership or control exists. For the purpose of this definition, an entity is controlled if more than 50% (fifty per cent) of its voting stock is owned by the controlling entity or if such controlling entity has the ability to direct the business activities of the entity or to appoint the majority of the directors of the entity concerned.

Agreement means this document including any and all Appendices and amendments signed and initialled by the Parties and attached hereto or referenced herein.

Background means any and all Information and Software which are not publicly available when disclosed under this Agreement, as well as Intellectual Property Rights pertaining to such Information that are

- a) developed or obtained by a Party prior to the commencement of a Project, or

EXECUTION VERSION

- b) developed or obtained by a Party subsequent to the commencement of a Project, but independently of the Project, or
- c) acquired by a Party from a third party subsequent to the commencement of a Project, in each case only when offered by a Party as potentially suitable for use by the Parties in pursuit of the Project, but only in pursuit of the Project, and listed in the Project Plan.

Effective Date means the date first written above.

Foreground means Information, IPR, and Software as is generated by a Party from work carried out in a Project.

Information means all technical information including drawings, specifications, photographs, samples, models, processes, procedures, instructions, reports, articles, correspondence, and all other technical or commercial information, data and documents of any kind whatsoever, including oral information if confirmed in writing within thirty (30) days of disclosure but excluding any IPR to which the Information relates.

Intellectual Property Rights or IPR means: patent, utility models, model rights, and any other form of protection afforded by law to inventions, models or technical Information, and applications therefore, but excluding copyrights to Software and to publications by the Parties.

Personal Data means any information as defined by article 4 section (1) of the European General Data Protection Regulation (GDPR), i.e. any information relating to an identified or identifiable natural person ('data subject').

PhD Student means a PhD Student employed by UvA and participating in the Project.

External PhD Student means a PhD student employed by AD but participating in a Project and supervised by the UvA

Research Assistants (students) means a student participating in a Project, supervised by and enrolled with the UvA

Senior Software Engineering Support Officer means an associate employed by UvA and participating in a Project

Project means each collaboration project in the field of "Artificial Intelligence for Retail" to be conducted under this Agreement in accordance with the executed Project Plan.

Project Plan means each project plan based on the template attached hereto as **Appendix A** specifying the details of the Project as agreed upon by the Parties.

Research Plan: the consolidated description of the (updated) Project Plans

Software means digital information including i) sequences of instructions to carry out a process in, or convertible into, a form executable by a computer, and fixed in any tangible medium of expression, including but not limited to object and source code, and ii) non-executable data upon which said instructions are configured to operate, including but not limited to data sets and databases for training machine-learning algorithms.

Subcontractor means a third party which by means of a contractual arrangement with a Party, carries out work for a Project on behalf of that Party.

Use means the direct or indirect utilisation of Foreground in further research activities other than those covered by the Project, or for developing, creating and marketing a product or process, or for creating and providing a service.

Article 2 – PURPOSE AND SCOPE OF THE CO-OPERATION

- 2.1 The Parties undertake to co-operate under the conditions of this Agreement in order to achieve the goals of the Project(s).
- 2.2 The Parties shall detail each Project that they will undertake under this Agreement in a Project Plan based on a template attached hereto as **Appendix A** which shall be duly executed by the authorized representatives of both Parties. Each executed Project Plan will be part of this Agreement and governed by these terms and conditions of this Agreement.
- 2.3 The Parties agree and undertake to perform those parts of the Project and to contribute such resources as are allocated to each of them in the executed Project Plan.

Article 3 – GOVERNANCE

This co-operation will be organised as the “AIR Lab”, located at the premises of the UvA at Science Park, Amsterdam, with the following governance structure:

- a. The Governing Board: Parties will establish a governing board comprised initially of two (2) members (the “Governing Board”). One member shall be chosen by AD, the other by the UvA. The Governing Board members will be the primary contact for each Party. All decisions of the Governing Board must be unanimous to have any effect.

The Governing Board shall be responsible for amongst others:

- Approving the Research Plan and the annual update of the same;
- Approving annual budgets;
- Reviewing the yearly financial report;
- Recommending the addition of any third party as a party to this Agreement; and
- Making a proposal for the appointment or discharge of the Director of AIR Lab to UvA.

- b. Director AIR Lab: the Director shall be responsible for:
- Proposing the annual update of the Research Plan to the Governing Board;
 - Managing, appointing and discharging the Lab Manager;
 - Hiring PhD's and postdoc researchers for the Lab;
 - Preparing and presenting the Quarterly Reports to the Governing Board;
 - Proposing the annual budgets; and
 - Coordinating the publication of any research papers, inter alia ensuring the appropriate prior consultation with AD in accordance with article 8 of this Agreement

Article 4 – EXECUTION OF THE CO-OPERATION AND FINANCING

- 4.1 After consultation with AD, UvA shall appoint a PhD Student who shall be qualified to perform the scientific work in a specific Project. UvA will arrange for the supervision of such PhD Student. In the event a Project also partially takes place at AD's premises, AD shall supervise the PhD Student at AD's premises.
- 4.2 Additionally, in mutual consultation External PhD Students can be recruited, who shall be qualified to perform the scientific work in a specific Project. Parties shall agree on an additional agreement regarding the admission of these External PhD's.
- 4.3 Additionally, after consultation with AD, UvA can appoint Research Assistants (students), who shall be qualified to support the scientific work in a specific Project.
- 4.4 Each Party undertakes to use reasonable endeavours:
- (a) to perform on time the tasks and work packages assigned to it in the Project Plan and to make available required rights and information on time to the other Party under the terms and conditions of Article 7;
 - (b) to participate actively with the relevant other Party in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it jointly or solely;
 - (c) to ensure that the PhD Student(s) is/are able to effectively execute the Project.
- 4.5 The Parties agree that the budget and the tariffs indicated in **Appendix B** shall apply to the activities under this Agreement. In return for the performance of the Projects and the transfer and grant of rights to AD under this Agreement, AD shall pay to the UvA the overall amount of EUR 2.500.000 (excluding VAT) according to the payment terms, as laid down in each Project Plan.

Article 5 - SUBCONTRACTING

EXECUTION VERSION

- 5.1 If any Party proposes to engage a Subcontractor to carry out any part of that Party's work on the Project, such engagement shall be subject to prior written approval of the other Party and only be on terms, which enable that Party to carry out its obligations under this Agreement and which are in line with the confidentiality obligations of the Parties under this Agreement. That Party shall not, without the prior written agreement of the other Party, grant to the Subcontractor any rights to or under any Foreground of the other Party other than in order to carry out the sub-contracted part of that Party's work on the Project. No license under any Foreground of another Party shall be granted to a Subcontractor.
- 5.2 Each Party shall remain liable for the acts of its Subcontractors whether or not a Party's consent was given. The other Party shall deal exclusively with the subcontracting Party and the subcontracting Party is responsible for the performance of any part of its work on the Project to the other Party at all times.
- 5.3 Each Party shall ensure that all Foreground generated by a Subcontractor through the engagement of a Subcontractor by a Party to carry out any part of that Party's work on the Project shall be vested in or assigned to the Party who engages the Subcontractor, subject to the further provisions of Article 7.

Article 6 - CONFIDENTIALITY

- 6.1.1 Subject to Article 6.3, all information of whatever nature or form disclosed by a Party or its Affiliates (the "Disclosing Party") to the other Party or its Affiliates (the "Receiving Party") in connection with the Project after the Effective Date, and which:
- (a) if disclosed in tangible form, was marked as "Confidential" at the time of such disclosure; or
 - (b) if disclosed orally, was identified as confidential at the time of such disclosure and confirmed as confidential in writing within thirty (30) days after disclosure;
- is "Confidential Information".
- 6.1.2 Each Receiving Party undertakes not to use Confidential Information for any purpose other than:
- (a) in accordance with the terms of this Agreement; and
 - (b) for the purpose of performing obligations pursuant to this Agreement.
- 6.1.3 Each Receiving Party undertakes to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care) and, subject to Article 6.5, not to disclose Confidential Information to any third party, excluding Affiliates, without the prior written consent of the Disclosing Party

EXECUTION VERSION

- 6.2 For any Confidential Information, the period of confidentiality shall be until five (5) years after termination of this Agreement.
- 6.3 No information disclosed by any Disclosing Party shall be deemed to be (or to remain) Confidential Information for the purposes of this Agreement, to the extent that any Receiving Party can show that the information concerned:
- (a) was publicly available at the time of disclosure or has become publicly available by no wrongful act or omission on the part of the Receiving Party or any of its Affiliates;
 - (b) was in the possession of the Receiving Party or one of its Affiliates without confidentiality obligation at the time of disclosure;
 - (c) was lawfully obtained by the Receiving Party or any of its Affiliates from a third Party without an obligation of confidentiality; or
 - (d) was developed by the Receiving Party or any of its Affiliates independently from the other Parties' Confidential Information.

For the sake of clarity, nothing in this Article 6.3 grants any right to any Affiliate of any Party to receive any Confidential Information, save pursuant to the provisions of Article 6.5.

- 6.4 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure: (i) notify the Disclosing Party; and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 6.5.1 For the avoidance of doubt and subject to section 6.6 hereof, the confidentiality obligations under this Agreement shall not be interpreted so as to prevent the communication of any information to any Affiliate or to any other third party, insofar as strictly required for the proper carrying out of this Agreement.
- 6.5.2 With respect to any permitted disclosure of any of the Confidential Information referred to in Article 6.5.1 above by a Receiving Party (including but not limited to its Affiliates and Subcontractors) to a third party, the Receiving Party will: (i) ensure that appropriate arrangements are in place prior to any such disclosure, to protect the Confidential Information to a similar degree as provided in Article 6.1; and (ii) use reasonable endeavours to ensure compliance with such arrangements.
- 6.6 UvA acknowledges that AD is a listed company and that certain information in relation to its businesses or its financial performance may be deemed to be "inside information". Parties will ensure that the PhD Students and other UvA employees, participating in the AIR Lab are aware of this and adhere to the applicable insider trading rules and restrictions.

Article 7 - OWNERSHIP OF FOREGROUND AND INTELLECTUAL PROPERTY RIGHTS

7.1

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- b) [REDACTED]
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Article 8 - PUBLICATIONS

- 8.1 Subject to the provision of this Article 8, a Party is allowed to publish about the Project or all or part of the Foreground, for example in a lecture, scientific publication or in a dissertation. In any such publication, AD's name can be mentioned as the sponsor of the research. In case it is desirable to also mention AD's name in the body of the publication, AD's prior written approval shall be sought by the Director AIR Lab. The copyrights to each such publications rest with the Party making that publication.
- 8.2 During the Project and within a period of one (1) year after termination or completion of the Project, a Party shall not be allowed to publish about the Project or disclose Foreground to third parties without the other Parties' prior written consent based on the publication procedure mentioned in this Article 8. Such consent by the other Parties shall not be unreasonably withheld.
- 8.3 A copy of any proposed publication in connection with or relating to the Project shall be sent or made available to the other Party. The other Party may object to the publication within thirty (30) days after receipt of a copy of the proposed publication on any of the following grounds: (i) the proposed publication includes matter for which IPR's can be applied for, (ii) that the proposed publication includes the Confidential Information of the objecting Party. The proposed publication shall not take place until the expiry of the above period of thirty (30) days. In the absence of any objection within the above mentioned period, it is deemed that the Parties agree to the proposed publication.

The objection has to include a precise request for necessary modifications. If an objection has been raised, the Parties shall discuss how to overcome the justified grounds for the objection on a timely basis (for example by amending the planned publication and/or by protecting information before publication), provided that the scientific integrity is preserved. The Party objecting to a Publication shall not unreasonably continue the opposition, where appropriate actions are performed following the discussion.

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If the objection is based on (i), the intended publication can be delayed for up to three (3) months to allow an application for Intellectual Property Rights to be filed or to modify the publication. As from the expiration of this term, the UvA will be entitled to publish the proposed publication.

- 8.4 The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes their Foreground or Background. However, confidentiality and publication Articles have to be respected.

Article 9 – WARRANTY AND LIABILITY

- 9.1 UvA shall perform its duties under this Agreement observing recognized scientific and academic standards and according to the normal custom and practice of a reasonable research institution, such as specified in the VSNU Codes of Conduct.
- 9.2 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.
- 9.3 Unless otherwise explicitly agreed by the Parties in this Agreement, in supplying any information or materials to the other Party each Party undertakes to use all reasonable endeavours to ensure the accuracy thereof and (in the event of any error therein) promptly on becoming aware, to correct the same, but the supplying Party shall be under no further obligation or liability in respect of the same, and no warranty condition or representation of any kind is made, given or to be implied in any case as to the sufficiency, accuracy or fitness for purpose of such information or materials, or the absence of any infringement of statutory monopoly or intellectual property rights of third parties by the use of such information and materials, and the recipient Party shall in any case be entirely responsible for the use to which it puts such information and materials.
- 9.4 Each Party shall be solely liable for any loss incurred by, or damage or injury to third parties resulting from the carrying out by it or on its behalf of the Research Plan and/or from its use of Foreground and/or Background.
- 9.5 Neither Party shall be liable in respect of infringement of any patent or other right of any third party resulting from the other Party (or any of its Affiliates) exercising any of the access rights granted under this Agreement.
- 9.6 The total liability of both Parties shall be limited to the amount of the insured sum under the respective Party's liability insurance insurance, a copy of which shall be provided upon request by each Party to the other.

Article 10 – DATA PROTECTION AND INFORMATION SECURITY

- 10.1 The Parties will obey any applicable data protection laws and will obligate their respective assignees to obey such data protection laws. In particular, the Parties agree to enter into a Data Processor Agreement where relevant and required to ensure a compliant transfer of personal data.
- 10.2 AD further warrants under this Agreement that:
- a. it has obtained Personal Data, if any, in compliance with all applicable laws and regulations, especially including without limitation the European General Data Protection Regulation and other laws and regulations applicable to the activities of AD (hereinafter “Applicable Regulations”);
 - b. where legally required and relevant, it will ensure it has the authority to disclose Personal Data, if any, to UvA under this Agreement, and that, it will have obtained appropriate informed consents from all persons involved, all in compliance with Applicable Regulations;
 - c. the Personal Data is of adequate quality as to serve the purpose of the activities for which the Personal Data will be used as UvA has been informed about such purpose.
- 10.3 In case it becomes necessary for PhD Students to get access to AD systems, Parties will ensure that AD’s information security department will be involved, including an assessment on the applicability of AD’s Vendor Information Security Requirements (VISR).

Article 11 – START - DURATION – TERMINATION

- 11.1 This Agreement shall enter into force at the Effective Date and shall expire after a period of five (5) years from the Effective Date or upon completion of the last Project, whichever is later, unless earlier terminated in accordance with the provisions of this Agreement.
- 11.2 Either Party may (without prejudice to its other rights and remedies under this Agreement and in law) terminate this Agreement (in whole or in part) by giving a written notice to the other Party if the other Party defaults in the due performance or observance of any material obligation under this Agreement, and (in the case of a remediable breach) fails to remedy the breach within thirty (30) calendar days of receipt of the aggrieved Party’s written notice to do so and any such termination shall take effect either immediately or on such other date as may be specified in the written notice. The licences granted to the defaulting Party by the aggrieved Party under this Agreement shall cease immediately upon the effective date of the termination but the licences so granted by the defaulting Party to the aggrieved Party (including its Affiliates) shall remain in full force and effect.
- 11.3 At the end of the first year of each Project, an evaluation of each PhD Student will take place jointly between the Parties. This evaluation is to verify if it is feasible that the PhD Student finishes the Project and has the appropriate scientific qualifications/capabilities. In case it has been decided that one or more PhD Student(s) is/are not scientifically qualified and no suitable replacement is found within three (3) months after it was decided that one

EXECUTION VERSION

or more PhD Student(s) is/are not suitable, then either Party shall be entitled to partially terminate this Agreement with respect to the affected Project by means of written notice and any such termination shall take effect either immediately or on such other date as may be specified in the written notice.

11.4 The provisions of Article 6, 7, 8 and 9 shall survive the expiration or termination of this Agreement.

Article 12 – ASSIGNMENT

12.1 The rights and obligations arising from this Agreement shall not be assigned to third parties, without the prior written approval of the other Party. However, no consent is required for an assignment or transfer in whole or in part by AD to any of its Affiliates. AD shall notify UvA of such assignment or transfer in writing.

Article 13 – SETTLEMENT OF DISPUTES

13.1 All disputes or differences directly arising in connection with this Agreement, which cannot be settled amicably, shall be subject to the jurisdiction of the competent court in Amsterdam.

Article 14 – APPLICABLE LAW

This Agreement shall be construed according to and governed by the laws of The Netherlands.

Article 15 – AMENDMENTS - SEVERABILITY

15.1 Amendments or changes to this Agreement, including the Project Plans, shall be valid only if made in writing and signed by the authorised signatories of both Parties.

15.2 If any of the provisions of this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction, such finding shall not invalidate the remainder of this Agreement which shall remain in full force and effect as if the provision(s) determined to be invalid or unenforceable had not been a part of this Agreement. In the event of such finding of invalidity or unenforceability, the Parties will endeavour to substitute forthwith the invalid, or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided.

Article 16 - NOTICES

Any notice to be given under this Agreement shall be sent by mail or e-mail and in the latter case confirmed by mail to the following addresses:

EXECUTION VERSION

AD Contact Person: [REDACTED]
Address Provincialeweg 11
Place 1506 MA Zaandam
Country The Netherlands
Telephone +31 [REDACTED]
Fax N/A
E-mail [REDACTED]

UvA Contact Person: [REDACTED]
Address Science Park 904
Place 1098 XH Amsterdam
Country The Netherlands
Telephone +31 (0)20 525 [REDACTED]
Fax N/A
E-mail [REDACTED]@uva.nl

or to such address and recipients as a Party may designate in respect of that Party by written notice to the others in accordance with this paragraph.

[The remainder of the page is left blank intentionally, signature pages follow]

IN WITNESS WHEREOF the Parties have caused this Agreement to be duly signed by the undersigned authorised representatives:

Koninklijke Abold Delhaize N.V.

Signature:..

Name: [REDACTED]

Title: [REDACTED]

Date: 4/5/2018

Signature:..

Name: [REDACTED]

Title: [REDACTED]

Date: May 1, 2018

Universiteit van Amsterdam

Signature:..

Name: Karen Maex

Title: Rector Magnificus of the UvA

Date: 15 MEI 2018

Appendix A - Project Plan

General details

Title

UvA Department:

UvA Project Manager:

AD Project Manager:

Name of PhD Student(s) working in the Project :

Name PhD Student	Start Date	End Date

Project starting date :

End date :

Location of work :

Date first quarterly invoice :

Date latest quarterly invoice :

Amount of quarterly invoices :

Payment term : 30 calendar days after the end of month of the date of the correct invoice

Date reports :

Technical Details



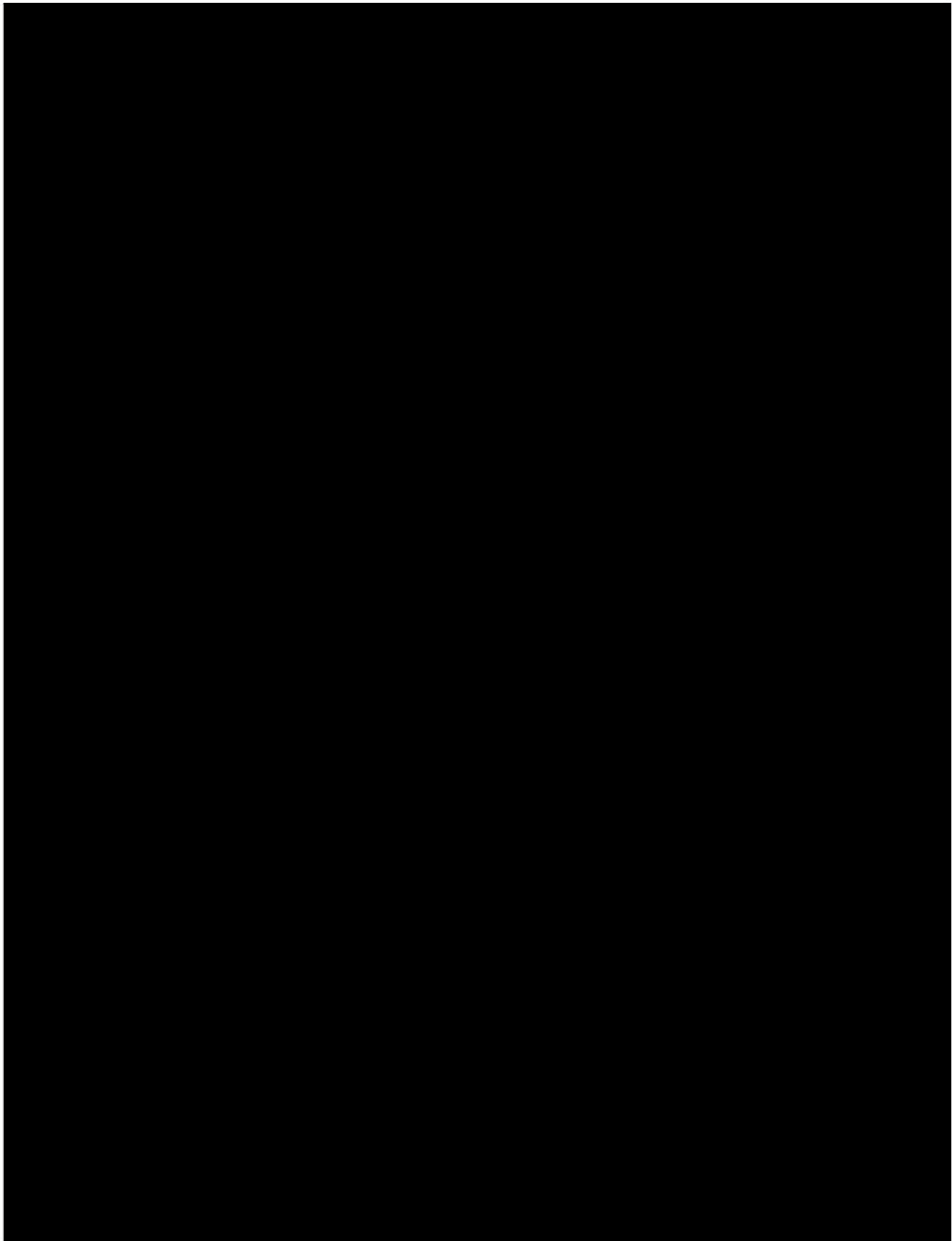
1. *Journal of the American Medical Association*, 2000; 283: 2689-2695.





THE AI FOR RETAIL LAB

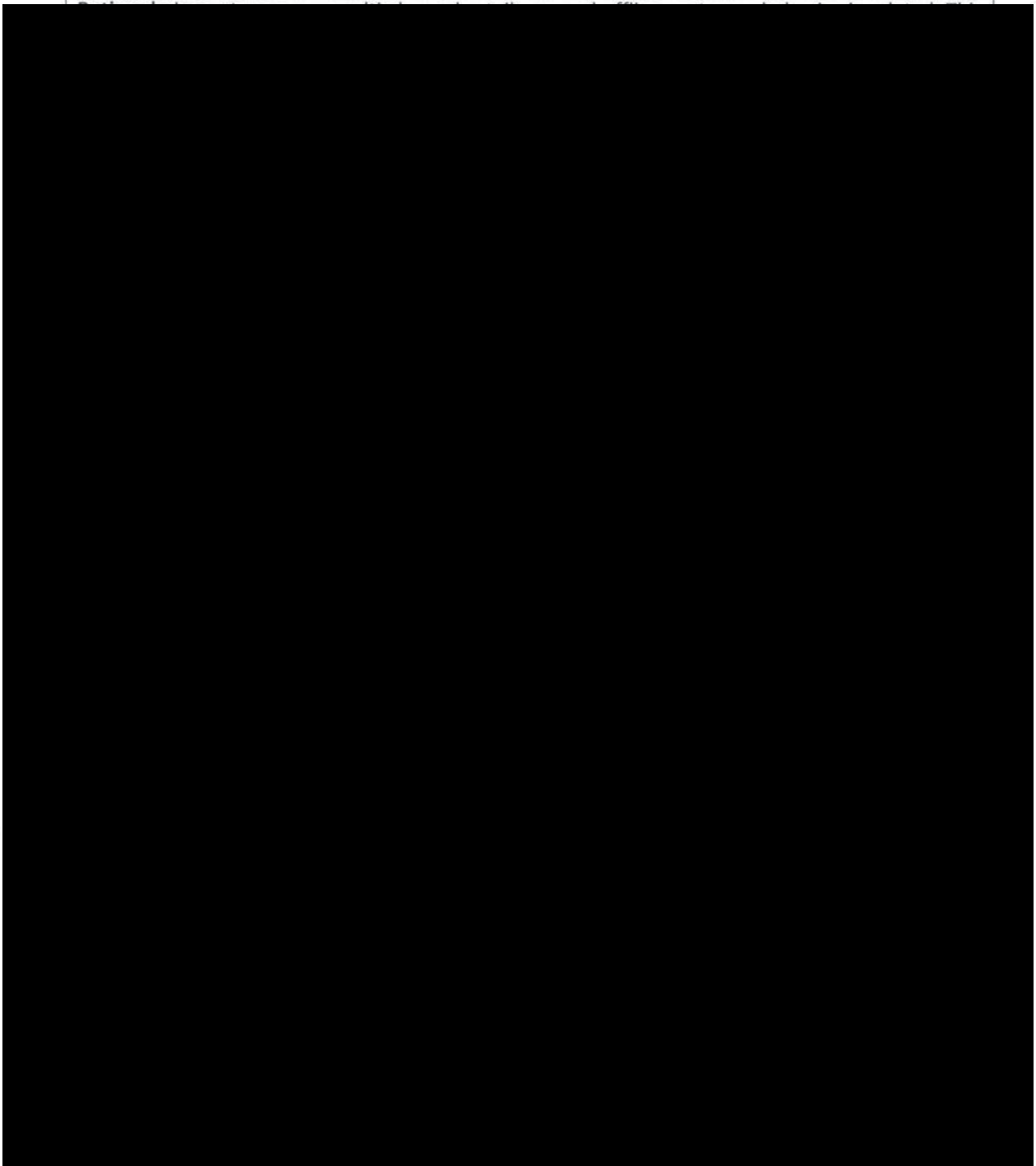
Research Line	
WP title & acronym	WP2: AFUL: Adjusting Forecasts Using Feedback Loops
WP execution	New PhD student, Lab Director AIRLab

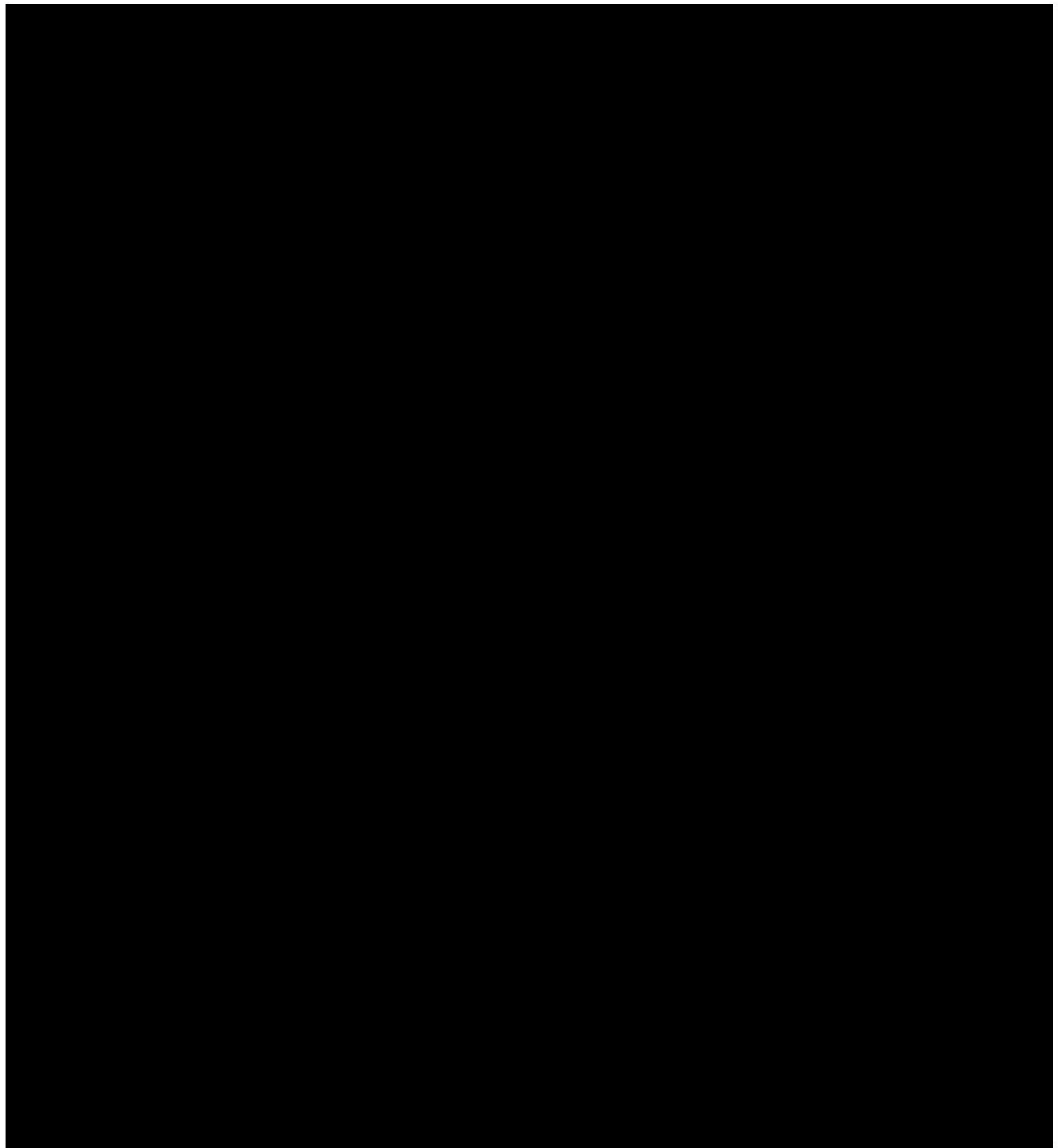




THE AI FOR RETAIL LAB

Research line	
WP title & acronym	WP3: Unraveling Cross-Channel User Behavior in Retail
WP execution	New PhD student, Lab Director AIRLab







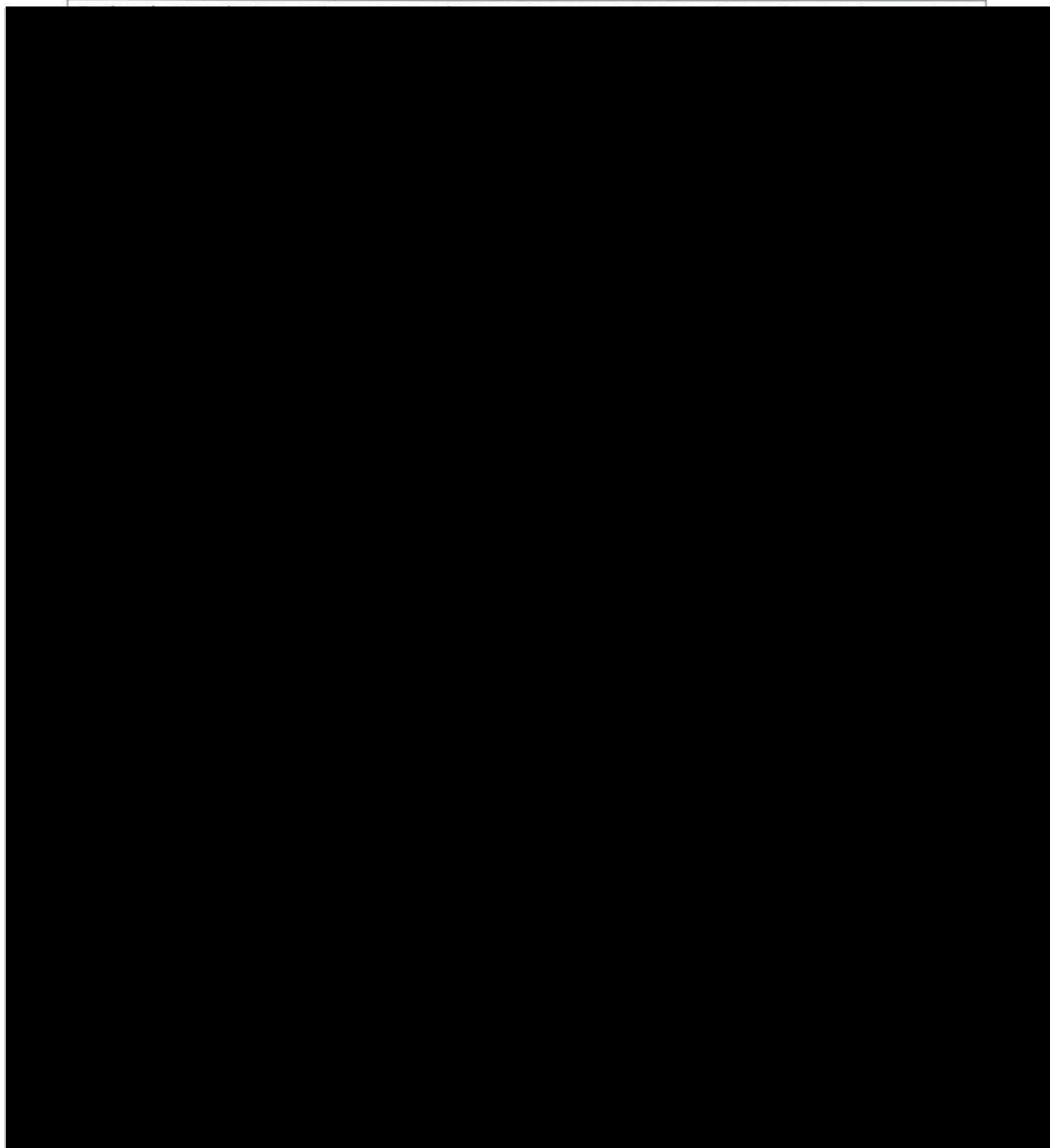
THE AI FOR RETAIL LAB

Research line	
WP title & acronym	WP4: The Life and Evaluation of a Multi-modal E-commerce Query
WP execution	New PhD student, Lab Director AIRLab



THE AI FOR RETAIL LAB

Research Line	
WP title & acronym	WP5: High Precision Intent Matching through Federated Search
WP execution	New PhD student, Lab Director AIRLab







THE AI FOR RETAIL LAB

Research line	██████████
WP title & acronym	Instruments for knowledge transfer
WP execution	All PhD students, Lab Director AIRLab, Professor
This document describes the format and frequency of knowledge transfer activities within AIRLab. It is a living document, subject to continuous joint revision by those responsible for AIRLab at Ahold Delhaize and University of Amsterdam.	
Deliverables	
D1 Quarterly meetups, alternating open (to all) and closed (restricted) to project participants with the AIRLab only.	
D2 Two annual tutorials for Ahold Delhaize employees on topics to be selected by mutual agreement.	

Appendix B



Budget v3



	Start	End	FTE	PM	Costs
Personnel costs (€)					
PhD student 1	01-09-18	31-08-22			
PhD student 2	01-09-18	31-08-22			
PhD student 3	01-03-19	28-02-23			
PhD student 4	01-09-19	31-08-23			
PhD student 5	01-09-19	31-08-23			
Senior Researcher / Assistant Professor	01-09-18	31-08-23			
Professor	01-09-18	31-08-23			
Research Assistants (students)	01-09-18	31-08-23			
Senior Software Engineering Support Officer	01-09-18	31-08-23			
Material costs (€)					
Consumables / Equipment / HPC capacity					
Travel costs (bench fee)					
Facilities + Supervision External PhD Students (Ahold Delhaize employees)					
Total costs (€)					3.895.000
Funding					3.895.000
Ahold Delhaize					2.500.000
RVO					625.000
University of Amsterdam					770.000

Budget AIRLab 03-04-2018

1

FIRST AMENDMENT
(" Amendment")

This Amendment is made and entered into as of February 1, 2021 ("**Amendment Effective Date**") by and between:

Koninklijke Ahold Delhaize N.V., having its office at Provincialeweg 11, 1506 MA Zaandam, the Netherlands, (hereinafter referred to as "AD "), also acting for the benefit of its Affiliates; and

Universiteit van Amsterdam, having its offices at Spui 21, 1012 WX Amsterdam, the Netherlands (hereinafter referred to as "**UvA**")

(Hereinafter together referred to as "**a Party**" and collectively as "**the Parties**";

WHEREAS:

1. the Parties have entered into a Collaboration Agreement, effective as of April 26, 2018 regarding collaboration between the Parties in the field of "*Artificial Intelligence for Retail*" through performance of five (5) research projects ("**Agreement**"); and
2. any capitalized term in this Amendment that is not defined herein shall have the meaning ascribed thereto in the Agreement; and
3. the Parties now wish to amend the terms and conditions of the Agreement;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings contained herein, the Parties agree to amend the Agreement as follows:

1. Amendment to the body of the Agreement and the Appendices:

- a. The following paragraph replaces Article 4.5:

4.5 The Parties agree that the budget and the tariffs indicated in **Appendix B** shall apply to the activities under this Agreement. In return for the performance of 6 Projects and the transfer and grant of rights to AD under this Agreement, AD shall pay to the UvA the overall amount of EUR 2.500.000 (excluding VAT) according to the payment terms, as laid down in **Appendix B**.

- b. The Project plan regarding the added sixth Project entitled "*WP6 - Automated Reliability Enhancement for Data and Machine Learning Pipelines*" (Annex A) shall be part of **Appendix A**.
- c. The following payment terms shall be added to **Appendix B**:

Payment schedule

April 1, 2019	€ 250,000
October 1, 2019	€ 250,000
April 1, 2020	€ 250,000
October 1, 2020	€ 250,000
April 1, 2021	€ 250,000
October 1, 2021	€ 250,000
April 1, 2022	€ 250,000
October 1, 2022	€ 250,000
April 1, 2023	€ 250,000
October 1, 2023	€ 250,000
Total	€ 2,500,000

Payment conditions

- All invoices issued under this Agreement will be increased with VAT at the appropriate rate, if applicable in compliance with the binding law provisions;
- The payment of an invoice shall be made within thirty (30) days of the date of invoice, unless agreed otherwise, by transferring the amount due to the bank account stipulated by UvA.
- At a minimum, UvA's invoice shall contain a reference to the relevant instalment and the respective Purchase Order number (issued by Ahold Delhaize upon UvA's request).

d. The following paragraph replaces Article 11.1:

11.1 This Agreement shall enter into force at the Effective Date and shall expire after a period of six (6) years and ten (10) months from the Effective Date or upon completion of the last Project, whichever is later, unless earlier terminated in accordance with the provisions of this Agreement.

- e. The following paragraph replaces Article 16 NOTICES:

Any notice to be given under this Agreement shall be sent by mail or e-mail and in the latter case confirmed by mail to the following addresses:

AD Contact Person:	
Address Provincialeweg 11	
Place 1506 MA Zaandam	
Country The Netherlands	
Telephone +	
Fax N/A	
E-mail	

UvA Contact Person:	
Address Science Park 904	
Place 1098 XH Amsterdam	
Country The Netherlands	
Telephone +31 (0)20	
Fax N/A	
E-mail	@uva.nl

- f. This Amendment 1 shall form an integral part of the Agreement and hence all provisions shall apply also to this Amendment 1.

The provisions of the Agreement will continue in full force and effect, save as amended in this Amendment 1.

2. General

Save as explicitly varied by means of this Amendment, the Agreement, including all Appendices and amendments thereto, shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, duly authorized representatives of each Party have executed this Amendment 1 to be effective as of the Amendment Effective Date .

Koninklijke Ahold Delhaize N.V,

Signature

Name:.....

Title:

Date: Apr 7, 2021

University of

Signature:

Name: Prof. Geert T.M. ten Dam

Title: President of the Executive Board

Date: 18 May 2021

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ANNEX A

Research line: [REDACTED]

WP title & acronym: WP6 - Automated Reliability Enhancement for Data and Machine Learning Pipelines

WP execution: PhD student, supervisor: [REDACTED] [REDACTED]

[REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

(b) (7)(C), (b) (7)(D)

[Redacted]

[Redacted]

SECOND AMENDMENT
("Amendment 2")

This Amendment 2 is made and entered into as of the date of signatures of both the parties on the contract ("**Amendment 2 Effective Date**")
by and between:

Koninklijke Ahold Delhaize N.V., having its office at Provincialeweg 11, 1506 MA Zaandam, the Netherlands, (hereinafter referred to as "AD "), also acting for the benefit of its Affiliates; and

Universiteit van Amsterdam, having its offices at Spui 21, 1012 WX Amsterdam, the Netherlands (hereinafter referred to as "**UvA**")

(Hereinafter together referred to as "**a Party**" and collectively as "**the Parties**";

WHEREAS:

1. the Parties have entered into a Collaboration Agreement, effective as of April 26, 2018 regarding collaboration between the Parties in the field of "*Artificial Intelligence for Retail*" through performance of five (5) research projects ("**Agreement**"); and
2. the Parties amended the terms and conditions of the collaboration agreement by entering into a first amendment extension agreement dated February 1, 2021; ("**Amendment**")
3. any capitalized term in this Amendment that is not defined herein shall have the meaning ascribed thereto in the Agreement; and
4. the Parties now wish to amend the terms and conditions of the Agreement and the Amendment;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and undertakings contained herein, the Parties agree to amend the Agreement as follows:

1. Amendment to the body of the Agreement and the Appendices:

- a. An additional Postdoc shall be added to the Project. This Postdoc shall be working on a work package in the Project Plan, the specific work package that the hired Postdoc shall work on is to be decided in consultation with the Postdoc.
- b. The **Appendix A.1** to this Amendment shall replace all previous versions of this appendix, that were attached to the Agreement and Amendment 1 as **Appendix B**.
- c. The following paragraph replaces Article 11.1:

11.1 This Agreement shall enter into force at the Effective Date and shall expire at 31st of December 2025 or upon completion of the last Project, whichever is later, unless earlier terminated in accordance with the provisions of this Agreement.

d. The following paragraph replaces Article 16 NOTICES:

Any notice to be given under this Agreement shall be sent by mail or e-mail and in the latter case confirmed by mail to the following addresses:

AD Contact Person: [REDACTED]
Address Provincialeweg 11
Place 1506 MA, Zaandam
Country The Netherlands
Telephone [REDACTED]
Fax N/A
E-mail : [REDACTED]
With a copy to : [REDACTED]

UvA Contact Person: [REDACTED] [REDACTED] [REDACTED]
Address Science Park 904
Place 1098 XH Amsterdam
Country The Netherlands
Telephone [REDACTED]
Fax N/A
E-mail : [REDACTED]@uva.nl

f. This Amendment 2 shall form an integral part of the Agreement and Amendment and hence all provisions shall apply also to this Amendment 2.

The provisions of the Agreement will continue in full force and effect, save as amended in this Amendment 2.

2. General

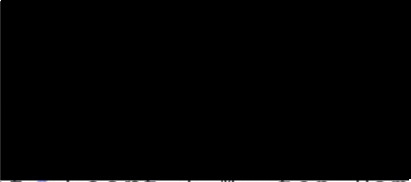
Save as explicitly varied by means of this Amendment, the Agreement, including all Appendices and amendments thereto, shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, duly authorized representatives of each Party have executed this Amendment 2 to be effective as of the Amendment 2 Effective Date.

Koninklijke Ahold Delhaize N.V.

Signature:  
Name: 
Title:  
Date: Oct 28, 2022

University of Amsterdam

Signature: 
Name:  Prof. Geert I. M. ten Dam
Title: President
Date: 14 November 2022