Appendix B - Budget

	Start	End	#FTE	PM	Costs
Personnel costs (€)					[redacted]
PhD students	TBD	TBD	[redacted]	[redacted]	[redacted]
Senior Researcher / Assistant Professor	1-1-2020	31-12-2024	[redacted]	[redacted]	[redacted]
Professor	1-1-2020	31-12-2024	[redacted]	[redacted]	[redacted]
Senior Software Engineering Support Officer	1-1-2020	31-12-2024	[redacted]	[redacted]	[redacted]
Material costs (€)					[redacted]
Consumables / Equipment / HPC capacity					[redacted]
Travel costs (bench fee)					[redacted]
Total costs (€)					**3,197,500**
Total funding (€)					**3,197,500**
TomTom					2,000,000
RVO – PPS funding					600,000
University of Amsterdam					597,500

Payment schedule

February 1, 2020	€ 200,000
August 1, 2020	€ 200,000
February 1, 2021	€ 200,000
August 1, 2021	€ 200,000
February 1, 2022	€ 200,000
August 1, 2022	€ 200,000
February 1, 2023	€ 200,000
August 1, 2023	€ 200,000
February 1, 2024	€ 200,000
August 1, 2024	€ 200,000
Total	**€ 2,000,000**

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. Payment of an invoice by TomTom does not imply TomTom's acceptance of the performance of the Contract by UvA.

- At a minimum, UvA's invoice shall contain a reference to the relevant instalment and the respective Purchase Order number (issued by TomTom upon UvA's request). The invoice must be addressed to the correct TomTom legal entity. TomTom may return incorrect or incomplete invoices.

Appendix C - Collaboration Objectives

As part of the agreed scope of the collaboration under the Agreement and to keep track of the overall performance of UvA under the Agreement, the Parties have agreed to following tailor-made Collaboration Objectives.

IPR Creation

[redacted]

Paper Output

[redacted]

- [redacted]

- 1 or more accepted articles in one of

[redacted]

[redacted]

Resources

[redacted]

[redacted]

[redacted]

Co-organisation of workshops

TomTom and UvA shall in joint consultation organize workshops at reputable academic and/or industry conferences. The Parties have the intention to jointly organize in mutual consultation such workshops at least on 2 conferences during the term of the Agreement.

Agreement number TT: 190494

Appendix D - Model Non-Disclosure Agreement (NDA)

UvA-TomTom collaboration_draft_Ex

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TOMTOM

APPENDIX D

CONSULTANT NON-DISCLOSURE AND IP ASSIGNMENT AGREEMENT

This Consultant Non-Disclosure and IP Assignment Agreement (the "**Agreement**") is entered into between TomTom Global Content B.V. (which together with its Affiliates is hereby referred to as "**TomTom**") and the "**Consultant**" as identified on the signature line below, such parties individually referred to as a "**Party**" and jointly "**Parties**".

The Consultant is a PhD-student and enrolled in the Innovation Centre for Artificial Intelligence program from the University of Amsterdam ("UvA") which is a research program backed by several industry partners.

TomTom has entered into a separate agreement with the UvA to co-fund a research program ("PhD Projects Collaboration Agreement") and set-up a joint lab to conduct research activities.

The Consultant is a PhD-student of the UvA and is seconded by the UvA as a Consultant to perform research activities at the TomTom premises as detailed in the PhD Projects Collaboration Agreement.

TomTom wishes to protect certain Confidential Information in connection with the execution of the Services (as defined below) as well as ensure ownership of the output of the Services by Consultant. Consequently, Consultant hereby agrees as follows:

1. The following expressions shall, unless the context otherwise requires, have the following meanings:

"**Affiliate**" means in relation to TomTom, any other entity controlling, controlled by or under common control with said party. The terms "control", "controlling" and "controlled", as used in this definition, shall mean the legal or beneficial ownership, directly or indirectly, of more than 50% of the issued share capital or more than 50% of the voting rights, or the power, directly or indirectly, to appoint a majority of the members of the board of directors or similar governing body of such entity.

"**Confidential Information**" shall mean any and all information, of whatever nature and in any form, concerning the business and affairs of TomTom that Consultant obtains, receives, or to which it has access as a result of any discussions or dealings (whether before or after the Effective Date), or which is learned by the Consultant through observations made during visits to any premises of TomTom, and that the Consultant knew or reasonably should have known was considered confidential or proprietary by TomTom. Confidential Information includes without limitation (i) information constituting or concerning research, development, processes and methodologies; know-how, data, product architecture, designs and specification; algorithms, intellectual property, software, whether human-readable or machine-readable; product, marketing, sales and business development plans and strategies; competitive analyses; financial analyses and forecasts; cost and pricing data; procurement requirements and vendor information; customers and prospects; licensing and distribution arrangements; the identity, skills and compensation of employees, contractors and consultants; and (ii) third-party information that TomTom is under an obligation to keep confidential.

"**Effective Date**" means as set forth at the end of this Agreement or, if not completed, the date of execution of this Agreement by both Parties.

"**Intellectual Property Rights**" means all inventions, patents, utility models, designs (both registered or unregistered and including rights relating to semi-conductor topographies), database rights, copyright and trade marks (both registered and unregistered), together with all rights to the grant of and applications for the same and including all similar or analogous rights and all other rights in the nature of intellectual and industrial property throughout the world and all future rights of such nature.

"**Services**" means the research activities which the Consultant shall perform as set out in the PhD Projects Collaboration Agreement.

"**Services Agreement**" means the PhD Projects Collaboration Agreement.

2. In relation to the Confidential Information disclosed by TomTom the Consultant undertakes to TomTom: (a) to hold the Confidential Information in trust and confidence and to not disclose or release such Confidential Information to any other person or entity using the same degree of care as it uses to avoid unauthorized use, disclosure, or dissemination of its own Confidential Information of a similar nature, but not less than reasonable care, and (b) not use the Confidential Information of the other party for any purpose whatsoever except as needed for the execution of the Services; (c) to promptly notify TomTom if it becomes aware of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by the Consultant and will cooperate in every reasonable way to help TomTom regain possession and exclusive control of such Confidential Information and prevent further unauthorized use and disclosure; and (d) upon written request of TomTom promptly return (or destroy if so directed) all Confidential Information whether in printed form, disk or otherwise which is in the Consultant's custody or control and will provide TomTom with a written certification of its compliance hereto if so requested.

3. Consultant may disclose the Confidential Information disclosed by TomTom as required by law or to comply with an order of a court or other governmental entities or regulatory authorities that have jurisdiction over the Consultant, provided that the Consultant: (a) gives TomTom reasonable written notice to allow it to seek an injunctive order or other appropriate remedies and provide any assistance which TomTom may require in order to secure such order or remedies; and (b) discloses only such information as is required by the governmental entity or regulatory authority; and (c) and uses its reasonable best efforts to obtain confidential treatment for any Confidential Information so disclosed.

4. A Consultant's obligations under Section 2 and 3 of this Agreement will not apply with respect to any part of the Confidential Information disclosed to it hereunder when such party can demonstrate that such information: (i) was at the time of disclosure or thereafter becomes, through no act or failure to act on the part of the Consultant, generally known or available to the public; (ii) was at the time of disclosure in the Consultant's possession free of any obligation of confidence: (iii) following disclosure by TomTom is rightfully furnished to the Consultant by a third party free of any obligation of confidence; or (iv) is independently developed by the Consultant without use of or reference to Confidential Information of TomTom.

5. The Consultant does not acquire any Intellectual Property Rights under this Agreement (including, but not limited to, patent, trade secrets, copyrights or trademark rights) and no rights or licenses in or to the Confidential Information, except the limited rights necessary to carry out the Services.

6. The Consultant acknowledges and agrees that the Confidential Information is confidential, proprietary and trade secret information of TomTom and that the unauthorized use or disclosure of the Confidential Information could cause irreparable harm and significant injury for which there is no adequate remedy at law. Therefore, the Consultant agrees that TomTom shall have the right, in addition to any other rights it may have at law or in equity, to obtain immediate injunctive relief enjoining any breach or potential breach of this Agreement by the Consultant as well as an equitable accounting of all profits and benefits arising from such breach.

7. Nothing in this Agreement shall impose or be deemed to impose on TomTom an obligation to provide Confidential Information or to enter into any agreement or transaction. This Agreement does not create any agency, joint venture or partnership relationship.

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8. ALL CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. TomTom makes no representations or warranties as to the accuracy or completeness of the Confidential Information disclosed. TomTom shall not have any liability to the Consultant in relation to the use of the Confidential Information disclosed under this Agreement or for any errors, omissions or misstatements contained in the Confidential Information.

9. The Consultant will not disclose to any other person or entity the fact that Confidential Information of TomTom has been made available to it and/or it is working on certain confidential projects.

10. The Consultant is required pursuant to the PhD Projects Collaboration Agreement to assign to TomTom, with full title guarantee, to the maximum extent permissible by law, all Intellectual Property Rights created by Consultant in Consultant's performance of the Services. The Consultant will at the expense of TomTom execute and do all acts, matters, documents and things necessary to enable TomTom (or its nominee) to apply for and obtain protection or registration for such Intellectual Property Rights in any or all countries and to vest or assign title thereto in TomTom (or its nominee) absolutely.

11. The obligation of confidentiality under this Agreement shall remain in force for 5 years from the date of disclosure of Confidential Information.

12. Consultant shall not assign, sub-license or otherwise transfer its rights or obligations under this Agreement, without the TomTom's written consent.

13. The Consultant's obligations hereunder are in addition to, and not exclusive of, any and all of its other obligations and duties to TomTom, whether express, implied, in fact or law. Any failure by the Consultant to enforce the Consultant strict performance of this Agreement will not constitute a waiver of TomTom's right to subsequently enforce such provision or any other provision of this Agreement. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. All terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under the applicable law.

14. In the event of a conflict between the terms of this Agreement and the Services Agreement, the terms of the Services Agreement shall prevail.

15. This Agreement and all disputes and claims arising out of or in connection with, shall be governed by the laws of The Netherlands. The Parties irrevocably and unconditionally agree that the relevant courts of Amsterdam, The Netherlands shall have exclusive jurisdiction over all such disputes and claims.

IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement, with as "Effective Date" «Address1»

TomTom Globa[redacted]
De Ruijterkade 1[redacted]
1011 AC Amster[redacted]
The Netherlands

Signed by: [redacted]
Name: [redacted]
Title: [redacted]
Date: [redacted]

[redacted]
«CityStateZip[redacted]

Signed by: [redacted]
Name: [redacted]
Title: [redacted]
Date: [redacted]

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Appendix E - Invention Disclosure Form (IDF)

IDF identifier (replace xxx with 3-digit number).

Pxxx

Workpackage. There should be one workpackage (primary author).

WPxx

Inventors

Inventors

Full legal name	Home address, zip, city, country	Nationality	Legal entity	Personal e-mail*

Project name (if any)

Department/Business Unit (if any)

Head of PU/BU (if any)

*We ask for a personal e-mail in order to be able to reach you regardless of who your employer is.

Background & Solution

1. Name your Invention.

2. Describe the problem or situation being addressed that led to your solution.

[If needed, attach a powerpoint or pdf for further explanation]

3. Describe the invention including any known technical advantages or benefits.

[If needed, attach a powerpoint or pdf for further explanation]

4. How could we determine if someone is using this invention?

[If needed, attach a powerpoint or pdf for further explanation]

Supporting information

5. In which country/countries were each of the inventors physically located when they first thought of this invention?

6. Is there an intention to disclose the invention (through publications, presentations, discussions or descriptions) to non-lab members (irrespective of the existence of a Non-Disclosure Agreement)?

6a. When do you anticipate the earliest disclosure to occur?

7. Has this invention been simulated or prototyped?

7a. When did you substantially complete the simulation/prototype?

8. Is the invention somehow related or linked to a TomTom product? If Yes, could you please provide a brief description?

9. Did you conceive of this invention as a result of your participation in the development of an open source software contribution that incorporates this invention?

10. What work package is most closely aligned with the invention? (If you do not know the work package, then enter 'Unknown.')

11. Is the invention the result of any joint effort with any non-TomTom entity?

University of Amsterdam (... GAIA lab)

11a. Is the invention the result of any joint effort with any non-lab member or entity?

11b. Who is/are the other entity or entities?

Related Art / Citation

12. List of references

BOSCH

Attn: [redacted]
Informatics Institute
University of Amsterdam
Science Park 904
1098 XH Amsterdam
The Netherlands

Tel: +31[redacted]

[redacted]
Tel [redacted] Fax [redacted]

Robert Bosch GmbH
Renningen
70465 Stuttgart
Visitor:
Robert-Bosch-Campus 1
71272 Renningen
Tel [redacted]
www.bosch.com

23 February 2022

Collaboration Agreement signed

Please find attached Collaboration Agreement signed by Robert Bosch GmbH.

Yours sincerely

Robert Bosch GmbH
signed [redacted]

UNIVERSITY OF AMSTERDAM

COLLABORATION AGREEMENT

between

Robert Bosch GmbH
Postfach 10 60 50
70049 Stuttgart
Federal Republic of Germany

- hereinafter called "**Bosch**" -

University of Amsterdam
Spui 21
1012 WX Amsterdam
The Netherlands

- hereinafter called **"University"** -

The University and Bosch hereinafter jointly called "**Parties**".

Whereas, Bosch would like to fund certain research to be done at the University by the University's PhD student's and Professor.

Whereas, University is a scientific research institute and would like to conduct such research.

Now, therefore in consideration of the mutual promises, covenants and agreements, made and contained herein, the Parties agree as follows:

1. Purpose of the Agreement

1.1 The purpose of this Agreement is to establish the conditions for the Parties' collaboration and cooperation on research projects (hereafter called "**Project**") in the field of:

> "Machine learning technologies, including graph neural networks, other deep neural networks, and hybrid models, for applications in in sensor perception, computer vision, probabilistic inference, generative models, causal learning and inference, variational inference, meta-learning, automated machine learning, active learning, continual learning, representation learning, uncertainty estimation, scene reconstruction, 3D sensing, sensor fusion, and related fields"

as described in the attached work program (**Annex 1**) (hereinafter called "**Statement of Work (SOW)**"). In case of changes or extensions of the work packages, or addition of new work packages, the Parties will agree upon the updated versions of the work packages, respectively new work packages, which will become part of the Project. University procures that the total [redacted] work packages will be realised by overall [redacted] PhD students, namely [redacted] work package by [redacted] PhD student.

[redacted]

1.2 Project manager shall be for
Bosch:
[redacted]
Robert Bosch GmbH Rng100/[redacted]
Robert-Bosch-Campus 1
71272 Renningen GERMANY
E-Mail [redacted]

University:
[redacted]
University of Amsterdam Informatics Institute
Science Park 904
1098 XH Amsterdam THE NETHERLANDS
E-Mail: [redacted]@uva.nl

1.3 University will entrust only suitable employees with the Project and assumes responsibility that these employees fulfil the obligations of this Agreement, especially those corresponding to Sections 2, 4 and 5. University procures that every PhD student entrusted with the Project is in a position to spend approximately four weeks per calendar year at Bosch while performing the Project. The details of such stay of University's employees at Bosch will be set out in separate agreements. The costs regarding travelling and accommodation are included in the overall compensation paid by Bosch according to Section 3. In case the costs for travelling and accommodation will exceed an amount of [redacted] - per PhD student per year, Bosch will pay the [redacted] If applicable, University will send an overview of the costs regarding accommodation and travelling within 60 days after the end of the respective year. If a University's employee stays – as agreed between the Parties – for a period of more than four (4) weeks, [redacted]

1.4 In performing the Project, University shall apply the time and the degree of care necessary to achieve the best results by attending to the acknowledged technical rules.

1.5 The Parties shall meet at least twice a year, once at University and once at Bosch. During such meetings, the University's employees entrusted with the Project shall detail about the Project performed and the Parties shall discuss and decide on the progress, the future focus, further performance and technical contents of the Projects under this Agreement.

1.6 University shall provide Bosch with progress reports at least once every half yearly period, including a detailed description of the defined results according to the work packages. University will inform Bosch immediately if an employee of University is or becomes aware of intellectual property rights that may be relevant in connection with the Project. University is not obligated to carry out patent searches.

[redacted]

1.7 Wherever this Agreement contains references to PhD students, the respective sections of this Agreement shall be construed in such a way that Postdoc researchers are also covered. In particular, University shall have the right to entrust Postdoc researchers with the Project as defined in Section 1.1.

2. Rights to Project Results, Inventions and Improvements

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

3. Compensation and additional funding

3.1 The Parties agree that the budget laid down in **Annex 3** shall apply to the activities under this Agreement. In return for the performance of the Projects and the transfer and grant of rights to Bosch under this Agreement, Bosch shall pay to the University the overall amount (including all taxes) of EUR 3.750.000,-. The details of the budget and payments are outlined in **Annex 3**. The University provides under the German Value Added Tax Act (UStG) with the contractual performance so-called "other services" ("*sonstige Leistungen*") in Germany. According to section 13b UStG, the tax liability is transferred to Bosch. Correspondingly, the University will not set out in invoices and Bosch will not set out in invoice-related credit memos any VAT. The invoices or the invoice-related credit memos shall include the reference "VAT liability is transferred to Bosch (section 13 b UStG)". University is responsible for the application of the remaining funding: the PPS Allowance of EUR 1.107.900,- (one million hundred seven thousand and nine hundred euros). The Budget laid down in **Annex 3** is under the condition precedent that the PPS

[redacted]

allowance is granted to the University. If the PPS allowance is not granted to the University within eight (8) weeks after both Parties have signed this Agreement (the "PPS Date"), Parties will enter in good faith discussions to remedy the resulting shortfall in the Budget or otherwise explore options to vary this Agreement to address such shortfall. If the resulting shortfall in funding is not remedied or the Agreement is not varied to address such shortfall within two calendar months, calculated from the PPS Date, then either Party may terminate this Agreement with immediate effect, whereby Article 10.4 does not apply.

3.2 Invoices to Bosch shall make reference to the Bosch file number [redacted] and shall be addressed to the project manager of Bosch according to Section 1.2.

3.3 University shall pay all taxes and other dues incurring to University in connection with this Agreement.

3.4 [redacted]

[redacted]

[redacted]

4. Competing research for Third Parties

4.1 The University procures that its PhD students working on Research Projects under this Agreement as described in the SOW (**Annex 1**) and its updated versions do not carry out any work for third parties in the field as defined in Section 1.1 and as described in the SOW (**Annex 1**) and the updated versions of the SOW during the term of this Agreement.

[redacted]

4.2 In case PhD student(s) and/or Postdocs wish to enter into a collaboration with a third party regarding research conducted under this Agreement any such collaboration shall be subject to prior written approval from Bosch, whereby such approval shall not be unreasonably withheld.

5. Confidentiality and Publication

5.1 University shall keep strictly confidential and secret towards third parties any information, obtained from Bosch under this Agreement, [redacted] and - subject to Section 5.5 - any Project Results that are not already known state-of-the art or not yet released for publication (hereafter jointly referred to as: "**Confidential Information**").

5.2 The obligations in section 5.1 shall not apply to:

a) Information that was already published before it was provided to University;

b) Information that was already known to University, through an authorized third party or by other legitimate means, before disclosure by Bosch;

c) Information developed by University and/or its employees independently of Bosch without breach of confidentiality obligations;

d) Information, which Bosch has explicitly designated in writing as being non-confidential.

5.3 University may:

a) reproduce Confidential Information for, and disclose Confidential Information to, the courts or an arbitration tribunal in proceedings between the Parties, in which case University will notify Bosch in advance of such pending disclosure; and/or

b) use, reproduce and disclose Confidential Information to the extent that the University has an obligation to do so pursuant to applicable law or a binding decision of a court, tribunal, or another governmental authority.

5.4 Bosch hereby explicitly designates as non-confidential the fact of the existence of a working relationship between Bosch and University. In other words, University may disclose to a third party the general fact that University is working or has worked with Bosch in the area of research described in this Agreement, as long as University does not disclose any details of the contents of this Agreement (which remain Confidential Information).

5.5 With regard to publications of Project Results relating to this Agreement, the following provisions apply:

5.5.1 University commits itself not to make any publication unless Bosch has reviewed the publication according to the publication procedure mentioned in this Section 5. Bosch acknowledges that University has a strong interest in publishing the results of University research. Bosch shall be quoted as affiliation on every publication.

5.5.2 The review process for planned publications shall operate according to the procedure as follows:

a) No later than 60 (sixty) days prior to the planned submission date, University shall provide the project manager of Bosch with a review copy of the proposed publication. As an exception, if the proposed publication concerns a conference or journal with a closed review, University shall provide Bosch with a review copy of the proposed publication no later than 30 (thirty) days prior to the planned submission date.

b) If the planned publication is verbal (such as a lecture), University shall provide a reasonably detailed summary or outline of the subject matter, and shall also provide a copy of any accompanying presentation materials such as slides. In the event that the publication will not be in final form in sufficient time to conduct the review described above, a summary may be substituted that contains all the essential intellectual property disclosures and a description of what is to be disclosed in the publication. This obligation will only be relevant in case the verbal publication is based on a publication, which has not already passed the aforementioned publication review procedure.

c) Within 7 (seven) days after receiving the review materials specified above, Bosch shall review and notify University whether:

(i) Bosch consents to the planned publication "as is," with no changes; or
(ii) Bosch has an objection to the planned publication and wishes to discuss the publication in accordance with Subsection 5.5.2 sub e) below.

d) [redacted]

e) Upon written notification from Bosch within the 7-day window as specified by Section 5.5.2 sub c) above, Parties shall discuss and shall seek in good faith to agree with each other on the content of the publication within 30 (thirty) days after receiving the review materials, whereby the scientific quality of the proposed publication is maintained. Bosch is allowed to discuss the content of the publication and to object to the proposed publication on any of the following grounds: (i) that Bosch considers that the application for intellectual property protection would be adversely affected by the proposed publication (ii) that the proposed publication includes Confidential Information. [redacted]

[redacted]

[redacted] Only in case Bosch wants to apply for intellectual property protection (including but not limited to a patent application), in accordance with Bosch's rights under Section 2, University shall delay publication up to a maximum of 3 (three) months. This 3 (three) months period starts at the date of receiving the review materials by Bosch.

f) Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes Project Results.

5.6 Bosch may publish any Project Results arising from or in connection with this Agreement naming University as author.

6. Technical Assistance

6.1 In addition to the Project upon request of Bosch and up to [redacted] man hours per contract year, University shall provide at University's site technical assistance in the form of consulting to employees of Bosch with regard to the Project(s) and in particular with regard to the application and use of the Project Results. The costs for such technical assistance are covered by the compensation paid by Bosch according to Section 3. Bosch will pay any costs related to travelling, board and lodging of its employees.

6.2 The specific time and duration of visits of Bosch employees as well as the details of the technical assistance to be provided according to this Section 6 shall be fixed by the Parties from case to case by mutual agreement.

6.3 If Bosch requests technical assistance for more than [redacted] man hours per contract year, the terms for such technical support shall be agreed upon between the parties in a separate agreement.

7. Warranty

7.1 University 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.

7.2 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.

[redacted]

8. Liability

9. Further Cooperation of the Parties

9.1 The Parties are committed to deepen their cooperation in the area of algorithmic research in the field of Deep Learning beyond this Agreement and intend to further cooperate as follows:

a) Employees of Bosch and employees of the University strive to work together in the field as defined in Section 1.1. Before the start of such project(s) Parties will agree on the work package. This/these project(s) shall be performed at the University's site and will be part of the SOW.

b) Selected PhD Students working at Bosch will - after mutual consultation between University and Bosch - be able to write their thesis or dissertation related to research in the field of Deep Learning under the supervision of [redacted] and/or [redacted].

c) Bosch and the University will jointly hold workshops, tutorials and symposia (for example one or two events per year).

9.2 The details of the cooperation according to this Section 9 will be agreed upon by the Parties on a case by case basis by mutual agreement.

10 Term

10.1 This Agreement shall come into effect retroactively on 1 November 2021. However, the new Projects to be started under this Agreement cannot start until the PPP allowance has been granted to UvA in accordance with section 3.1 and the budget as laid down in Annex 3. The agreement shall terminate with the completion of the Statement of Work including all work packages no later than 31 October 2026.

10.2 The confidentiality obligations, as stated in Section 5, shall terminate in 5 years after the termination of the Project.

10.3 Parties may decide to terminate a specific part of the Project on a specific date agreed by the Parties.

Bosch is entitled to terminate this Agreement prematurely with two months prior written notice

- if it appears that the expected result cannot be obtained at all or not without considerably exceeding the projected costs or the date set forth above, or

- if extraordinary circumstances occur under which the continuation of the Project appears to be unreasonable for Bosch.

10.4 [redacted]

10.5 Sections 2 and 5 shall survive any termination of this Agreement.

11 Modifications or Supplements

Any modifications or supplements to this Agreement as well as to this Section 11 must be in writing and duly signed by the Parties hereto to become legally binding. Parties can decide to accept a new party to this Collaboration Agreement after mutual consultation and joint written approval of an accession agreement of the new party.

[redacted]

12 Governing Law and Place of Jurisdiction

This Agreement shall be governed by German law excluding the conflict or law regulations, the UN sales laws and the German Employee Inventions Act. Place of jurisdiction shall be Stuttgart/Germany.

13 Severability Clause

Should any individual provision of this Agreement be or become in whole or in part invalid or inoperable, or should there prove to be an omission in this Agreement, this shall not affect the validity of the remaining provisions. In place of the invalid or inoperable provision or in order to fill the gap, the Parties undertake to agree on appropriate provisions that, to the extent legally permissible, comes closest to what the Parties intended or would have intended in accordance with the purpose of this Agreement had they considered the matter at the outset. This shall also apply if the invalidity or inoperability of a provision results from a measure of performance or time (time limit or date) set as a standard in this Agreement. In such cases, the Parties shall agree upon that legally valid measure of performance or time (time limit or date) which comes closest to what was agreed upon originally.

University of Amsterdam

Signature: [redacted]

Name: Prof. Geert T.M. ten Dam

Title: President of the Executive Board

Date: 9 february 2022

cov1011

Robert Bosch GmbH

Signature: [redacted]

Name:

Title:

Date: 15. February 2022

Signature [redacted]

Name:

Title:

Date: Feb 15, 2022

ANNEX 1 Statement of Work

Three clusters:

a) Generative deep learning (Flows/VAEs/GANs/PDEs): cluster of 3 positions [redacted]

b) Uncertainty/causality/robustness: cluster of 4 positions [redacted]).

c) GNNs/3D-vision/Color/Learning Invariances: cluster of 3 positions [redacted]

a) Generative deep learning

a1) **Deep Generative Models with Symmetries (contact:** [redacted]

[redacted]

[redacted]

a2) **Deep causal generative models (contact: [redacted]**

[redacted]

a3) **Hybrid simulator & PDE based generative models (contact: [redacted]**

[redacted]

CLUSTER B: Uncertainty, causality, robustness
Supervisor: [redacted]

B1 Anytime Uncertainty (with [redacted]

[redacted]

B2 Robustness via Learning to Defer (with

[redacted]

[redacted]

[redacted]

B4 Active Causal Learning (with [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Research Line: Computer Vision | Cluster C	
WP title & acronym	WP1 TG1: 3D Semantic Scene Reconstruction from a Single Panorama Image
WP leader	[redacted] UvA) [redacted] (Bosch)
WP execution	New PhD student (to be hired)

[redacted]

[redacted]
Deliverables [redacted]

Research Line: Computer Vision | Cluster C	
WP title & acronym	WP2: Intrinsic and Invariant Image Decomposition
WP Leader	[redacted] (UvA) and [redacted] Bosch)
WP execution	New PhD student (to be hired)

[redacted]

[redacted]
Deliverables [redacted]

Research Line: Computer Vision | Cluster C	
WP title & acronym	WP3: Structured 3D Semantic Segmentation
WP Leader	[redacted] (UvA) and [redacted] (Bosch)
WP execution	New PhD student (to be hired)

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]k

ANNEX 2 List of permitted OSS

Annex 3 Payment & Budget

Payment conditions

- Payments will be made in equal amounts over a period of 5 years with quarterly payments;
- Invoice will be sent at the end of each [redacted] months after signing the contract;
- Invoices must be paid within [redacted] days, unless agreed otherwise, by transferring the amount due to the bank account stipulated by UvA.

Personnel costs	**Amount**	**Costs**	**Fte**	**Kosten IKS**
PhD students	[redacted]	[redacted]	[redacted]	[redacted]
Professors	[redacted]	[redacted]	[redacted]	[redacted]
Scientific Lab Manager	[redacted]	[redacted]	[redacted]	[redacted]
Secretarial support	[redacted]	[redacted]	[redacted]	[redacted]
Project manager	[redacted]	[redacted]	[redacted]	[redacted]
Totaal			€	[redacted]
Other costs:				
Consumables			€	[redacted]
Equipment			€	[redacted]
Travel costs (Bench fee)			€	[redacted]
Totaal other costs			€	[redacted]
Totale project costs			€	**5.197.000**
Contribution Bosch			€	3.750.000
PPS allowance via UvA			€	1.107.900
UvA contribution			€	339.100

FIRST AMENDMENT AGREEMENT TO COLLABORATION AGREEMENT

between

Robert Bosch GmbH
Postfach 10 60 50
70049 Stuttgart
Federal Republic of Germany

- hereinafter called **"Bosch"** -

and

University of Amsterdam
Spui 21
1012 WX Amsterdam
The Netherlands

- hereinafter called **"University"** -

- The University and Bosch hereinafter jointly called **"Parties"** -

Whereas, the University and Bosch have entered into the Collaboration Agreement [redacted] dated 11 November 2016 (the "**Collaboration Agreement**");

Whereas, the University and Bosch wish to amend the Collaboration Agreement with regard to software developed under the Collaboration Agreement;

Whereas, the University and Bosch acknowledge that employees of Bosch are partly involved in the creation of Project Results according to Section 2.1 of the Collaboration Agreement, in particular in the development of software;

Whereas, the Parties have a mutual interest in releasing software jointly developed if certain conditions are met;

Whereas, Bosch acknowledges that the University has an interest also in releasing software solely developed by the University under the Collaboration Agreement;

Whereas, the University is aware that Bosch applies certain rules when releasing software, whereby the University is willing to accept such rules and guidelines;

Whereas, the University accepts that Bosch shall not be liable if the University releases software solely developed by the University under the Collaboration Agreement;

Whereas, the University would like to entrust – in addition to PhD students – also Postdoc-students with the Project (as defined in Section 1.1 of the Collaboration Agreement);

Now, therefore in consideration of the mutual promises, covenants and agreements, made and contained herein, the Parties agree as follows:

1. Software jointly developed under the Collaboration Agreement

In order to allow Bosch to implement its IP strategy and to ensure compliance of software jointly developed under the Collaboration Agreement with any potentially applicable open source licenses, employees from the University and Bosch working under the Collaboration Agreement shall apply the following rules:

1.1 Any release to a third party of software – in particular any open source release of software – jointly developed under the Collaboration Agreement requires a previous examination of such software by Bosch. This examination shall focus in particular on the use of software elements

under an open source license and the legal consequences of such licenses.

1.2 The University and Bosch ensure that they shall not publish, distribute or in any other way disclose to a third party any software element jointly developed under the Collaboration Agreement without the previous examination by Bosch as described above under Section 1.1.

1.3 Any software jointly developed under the Collaboration Agreement shall only be released under [redacted] license. The applicable license is chosen by Bosch during the examination as described above under Section 1.1.

1.4 Any software jointly developed under the Collaboration Agreement and to be released by the University and Bosch shall only be released with the following product liability disclaimer:

> *"This software is a research prototype, solely developed for and published as part of the publication [cited above | paper reference]. It will neither be maintained nor monitored in any way."*

2. Software developed solely by the Universty under the Collaboration Agreement

2.1 Bosch grants the University the right to release to any third party under the [redacted] license any software developed solely by the University under the Collaboration Agreement in accordance with the procedure as described in section 5.5 of the Collaboration Agreement.

2.2 Other rights regarding the software transferred to Bosch according to Section 2 of the Collaboration Agreement shall remain unaffected.

2.3 Any software developed under the Collaboration Agreement solely by the University and released by the University in accordance with this Section 2 shall contain the following acknowledgement:

"The Robert Bosch GmbH is acknowledged for financial support."

This supersedes the requirement of quoting Bosch as affiliation stipulated in Section 5.5.1 of the Collaboration Agreement.

2.4 The University shall be solely responsible for any release of software developed solely by the University under the Collaboration Agreement. Any kind of liability of Bosch for any kind of damages is – to the extent legally possible – excluded. The University shall indemnify and hold Bosch harmless from and against any liability, claims, demands and expenses (including attorney fees) resulting from any actual or alleged defect or damages or injuries (including death) related to released software developed solely by the University.

3. Postdoc researchers

Whereever the Collaboration Agreement contains references to PhD students, the respective sections of the Collaboration Agreement shall be construed in such a way that Postdoc researchers are also covered. In particular, University shall have the right to entrust Postdoc researchers with the Project as defined in Section 1.1 of the Collaboration Agreement.

4. Miscellaneous

4.1 Sections 11, 12 and 13 of the Collaboration Agreement shall apply accordingly to this Amendment Agreement.

4.2 This Amendment Agreement ends without further notice if the Collaboration Agreement ends or is terminated.

University of Amsterdam

AMSTERDAM	14 JUNI 2017	[redacted]
Place	Date	Signature
_____	_____	_____
Place	Date	Signature

Robert Bosch GmbH

_____	_____	[redacted]
Place	Date	Signature
[redacted]	20.6.2017	[redacted]
Place	Date	Signature

COLLABORATION AGREEMENT

between

Robert Bosch GmbH
Postfach 10 60 50
70049 Stuttgart
Federal Republic of Germany

- hereinafter called "**Bosch**" -

and

University of Amsterdam
Spui 21
1012 WX Amsterdam
The Netherlands

- hereinafter called **"University"** -

The University and Bosch hereinafter jointly called "**Parties**".

Whereas, Bosch would like to fund certain research to be done at the University by the University's PhD student's and Professor.

Whereas, University is a scientific research institute and would like to conduct such research.

Now, therefore in consideration of the mutual promises, covenants and agreements, made and contained herein, the Parties agree as follows:

[redacted]

1. Purpose of the Agreement

1.1 The purpose of this Agreement is to establish the conditions for the Parties' collaboration and cooperation on research projects (hereafter called "Project") in the field of:

> "algorithmic research in the field of Deep Learning with focus on relevant applications for Bosch"

as described in the attached work program (**Annex 1**) (hereinafter called **"Statement of Work (SOW)"**). In case of changes or extensions of the work packages, or addition of new work packages, the Parties will agree upon the updated versions of the work packages, respectively new work packages, which will become part of the Project. University procures that the total of [redacted] work packages will be realised by overal[redacted] PhD students, namely [redacted] work package by [redacted] PhD student.

1.2 Project manager shall be for

Bosch:

[redacted]

E-Mail: [redacted]

University:

[redacted]

University of Amsterdam Informatics Institute Science Park 904
1098 XH Amsterdam THE NETHERLANDS
E-Mail: [redacted]@uva.nl

[redacted]

1.3 University will entrust only suitable employees with the Project and assumes responsibility that these employees fulfil the obligations of this Agreement, especially those corresponding to Sections 2, 4 and 5. University procures that every PhD student entrusted with the Project is in a position to spend four weeks per calendar year at Bosch while performing the Project. The details of such stay of University's employees at Bosch will be set out in separate agreements. The costs regarding travelling and accommodation are included in the overall compensation paid by Bosch according to Section 3. In case the costs for travelling and accommodation will exceed an amount of [redacted] per PhD student per year, Bosch will pay [redacted]. If applicable, University will send an overview of the costs regarding accommodation and travelling within 60 days after the end of the respective year. If a University's employee stays – as agreed between the Parties – for a period of more than four (4) weeks, [redacted]

1.4 In performing the Project, University shall apply the time and the degree of care necessary to achieve the best results by attending to the acknowledged technical rules.

1.5 The Parties shall meet at least twice a year, once at University and once at Bosch. During such meetings, the University's employees entrusted with the Project shall detail about the Project performed and the Parties shall discuss and decide on the progress, the future focus, further performance and technical contents of the Projects under this Agreement.

1.6 University shall provide Bosch with progress reports at least once every half yearly period, including a detailed description of the defined results according to the work packages. University will inform Bosch immediately if an employee of University is or becomes aware of intellectual

[redacted]

property rights that may be relevant in connection with the Project. University is not obligated to carry out patent searches.

2. Rights to Project Results, Inventions and Improvements

2.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

2.7 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

2.10.3 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

3. Compensation

3.1 In return for the performance of the Project and the transfer and grant of rights to Bosch under this Agreement, Bosch shall pay to the University the overall amount (including all taxes) of EUR 2.923.600,-.

[redacted]

The details of the payments are outlined in **Annex 3**. The University provides under the German Value Added Tax Act (UStG) with the contractual performance so-called "other services" ("*sonstige Leistungen*") in Germany. According to section 13b UStG, the tax liability is transferred to Bosch. Correspondingly, the University will not set out in invoices and Bosch will not set out in invoice-related credit memos any VAT. The invoices or the invoice-related credit memos shall include the reference "VAT liability is transferred to Bosch (section 13 b UStG)".

3.2 Invoices to Bosch shall make reference to the Bosch file number [redacted] and shall be addressed to the project manager of Bosch according to Section 1.2.

3.3 University shall pay all taxes and other dues incurring to University in connection with this Agreement.

3.4 [redacted]

[redacted] [redacted]

[redacted]

[redacted]

[redacted]

4. Competing research for Third Parties

The University procures that its Informatics Institute (research group [redacted] and research group of [redacted]) does not carry out during the term of this Agreement any work for third parties in the field as defined in Section 1.1 and as described in the SOW (**Annex 1**) and the updated versions of the SOW.

5. Confidentiality and Publication

5.1 University shall keep strictly confidential and secret towards third parties any information, obtained from Bosch under this Agreement, [redacted] and - subject to Section 5.5 - any Project Results that are not already known state-of-the art or not yet released for publication (hereafter jointly referred to as: "**Confidential Information**").

5.2 The obligations in section 5.1 shall not apply to:

a) Information that was already published before it was provided to University;

[redacted]

b) Information that was already known to University, through an authorized third party or by other legitimate means, before disclosure by Bosch;

c) Information developed by University and/or its employees independently of Bosch without breach of confidentiality obligations;

d) Information, which Bosch has explicitly designated in writing as being non-confidential.

5.3 University may:

a) reproduce Confidential Information for, and disclose Confidential Information to, the courts or an arbitration tribunal in proceedings between the Parties, in which case University will notify Bosch in advance of such pending disclosure; and/or

b) use, reproduce and disclose Confidential Information to the extent that the University has an obligation to do so pursuant to applicable law or a binding decision of a court, tribunal, or another governmental authority.

5.4 Bosch hereby explicitly designates as non-confidential the fact of the existence of a working relationship between Bosch and University. In other words, University may disclose to a third party the general fact that University is working or has worked with Bosch in the area of research described in this Agreement, as long as University does not disclose any details of the contents of this Agreement (which remain Confidential Information).

5.5 With regard to publications of Project Results relating to this Agreement, the following provisions apply:

5.5.1 University commits itself not to make any publication unless Bosch has reviewed the publication according to the publication procedure mentioned in this Section 5. Bosch acknowledges that University has a strong interest in publishing the results of University research. Bosch shall be quoted as affiliation on every publication.

5.5.2 The review process for planned publications shall operate according to the procedure as follows:

a) No later than 30 (thirty) days prior to the planned submission date, University shall provide Bosch with a review copy of the proposed publication.

b) If the planned publication is verbal (such as a lecture), University shall provide a reasonably detailed summary or outline of the subject matter, and shall also provide a copy of any accompanying presentation materials such as slides. In the event that the publication will not be in final form in sufficient time to conduct the review described above, a summary may be substituted that contains all the essential intellectual property disclosures and a description of what is to be disclosed in the publication. This obligation will only be relevant in case the verbal publication is based on a publication, which has not already passed the aforementioned publication review procedure.

c) Within 7 (seven) days after receiving the review materials specified above, Bosch shall review and notify University whether:

(i) Bosch consents to the planned publication "as is," with no changes; or
(ii) Bosch has an objection to the planned publication and wishes to discuss the publication in accordance with Subsection 5.5.2 sub e) below.

[redacted]

d) [redacted]

e) Upon written notification from Bosch within the 7-day window as specified by Section 5.5.2 sub c) above, Parties shall discuss and shall seek in good faith to agree with each other on the content of the publication within 30 (thirty) days after receiving the review materials, whereby the scientific quality of the proposed publication is maintained. Bosch is allowed to discuss the content of the publication and to object to the proposed publication on any of the following grounds: (i) that Bosch considers that the application for intellectual property protection would be adversely affected by the proposed publication (ii) that the proposed publication includes Confidential Information. [redacted]. Only in case Bosch wants to apply for intellectual property protection (including but not limited to a patent application), in accordance with Bosch's rights under Section 2, University shall delay publication up to a maximum of 9 (nine) months. This 9 (nine) months period starts at the date of receiving the review materials by Bosch.

f) Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes Project Results.

[redacted]

5.6 Bosch may publish any Project Results arising from or in connection with this Agreement naming University as author.

6. Technical Assistance

6.1 In addition to the Project upon request of Bosch and up to [redacted] man hours per contract year, University shall provide at University's site technical assistance to employees of Bosch with regard to the Project(s) and in particular with regard to the application and use of the Project Results. The costs for such technical assistance are covered by the compensation paid by Bosch according to Section 3. Bosch will pay any costs related to travelling, board and lodging of its employees.

6.2 The specific time and duration of visits of Bosch employees as well as the details of the technical assistance to be provided according to this Section 6 shall be fixed by the Parties from case to case by mutual agreement.

6.3 If Bosch requests technical assistance for more than [redacted] man hours per contract year, the terms for such technical support shall be agreed upon between the parties in a separate agreement.

7. Warranty

7.1 University 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.

7.2 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.

[redacted]

8. Liability

[redacted]

9. Further Cooperation of the Parties

9.1 The Parties are committed to deepen their cooperation in the area of algorithmic research in the field of Deep Learning beyond this Agreement and intend to further cooperate as follows:

a) Employees of Bosch and employees of the University strive to work together in specific project(s) related to algorithmic research in the field of Deep Learning. Before the start of such project(s) Parties will agree on the work package. This/these project(s) shall be performed at the University's site and will be part of the SOW.

b) Selected PhD Students working at Bosch will - after mutual consultation between University and Bosch - be able to write their thesis or dissertation related to research in the field of Deep Learning under the supervision of the [redacted] and/or [redacted].

c) Bosch and the University will jointly hold workshops, tutorials and symposia (for example one or two events per year).

9.2 The details of the cooperation according to this Section 9 will be agreed upon by the Parties on a case by case basis by mutual agreement.

10 Term

10.1 This Agreement shall come into effect on 1 November 2016 and shall terminate with the completion of the Statement of Work including all work packages no later than 31 October 2021.

10.2 The confidentiality obligations, as stated in Section 5, shall terminate in [redacted] years after the termination of the Project.

10.3 Parties may decide to terminate a specific part of the Project on a specific date agreed by the Parties.

Bosch is entitled to terminate this Agreement prematurely with two months prior written notice

- if it appears that the expected result cannot be obtained at all or not without considerably exceeding the projected costs or the date set forth above, or

- if extraordinary circumstances occur under which the continuation of the Project appears to be unreasonable for Bosch.

10.4 [redacted]

10.5 Sections 2 and 5 shall survive any termination of this Agreement.

11 Modifications or Supplements

Any modifications or supplements to this Agreement as well as to this Section 11 must be in writing and duly signed by the Parties hereto to become legally binding. Parties can decide to accept a new party to this Collaboration Agreement after mutual consultation and joint written approval of an accession agreement of the new party.

[redacted]

12 Governing Law and Place of Jurisdiction

This Agreement shall be governed by German law excluding the conflict or law regulations, the UN sales laws and the German Employee Inventions Act. Place of jurisdiction shall be Stuttgart/Germany.

13 Severability Clause

Should any individual provision of this Agreement be or become in whole or in part invalid or inoperable, or should there prove to be an omission in this Agreement, this shall not affect the validity of the remaining provisions. In place of the invalid or inoperable provision or in order to fill the gap, the Parties undertake to agree on appropriate provisions that, to the extent legally permissible, comes closest to what the Parties intended or would have intended in accordance with the purpose of this Agreement had they considered the matter at the outset. This shall also apply if the invalidity or inoperability of a provision results from a measure of performance or time (time limit or date) set as a standard in this Agreement. In such cases, the Parties shall agree upon that legally valid measure of performance or time (time limit or date) which comes closest to what was agreed upon originally.

[redacted]

[redacted]

University of Amsterdam

Signature: [redacted]

Name: Prof.dr.G.T.M. ten Dam

Title: President of the Executive Board

Date: 24 October 2016

Robert Bo[redacted]

Signature: [redacted]

Name: [redacted]

Title: [redacted]

Date: [redacted]

Signatur[redacted]

Name: [redacted]

Title: [redacted]

Date: 11.11.2016

[redacted]

ANNEX 1 Statement of Work

WP1: Methods for Semi-supervised Learning and Active Labeling

[redacted]

[redacted]

WP2: Methods for Robust Feature Learning

[redacted]

[redacted]

[redacted]

WP3: Calibrated Uncertainty Estimation

[redacted]

[redacted]

[redacted]

WP4: Methods for Multimodal Learning and Sensor Fusion

[redacted]

WP5: Combining Generative Probabilistic Models with Deep Learning

[redacted]

[redacted]

WP6: Model Compression and Distillation

[redacted]

[redacted]

[redacted]

WP7: Reinforcement Learning and Planning

[redacted]

[redacted]

WP8: Learning color-invariant bases

[redacted]

[redacted]

[redacted]

WP10: Learning from images near the boundary of a class

[redacted]

ANNEX 2 List of permitted OSS

[redacted]

[redacted]

Annex 3 Payment Schedule

Tariffs

Costs per year per PhD 2016	Bench Fee	Total
[redacted]	[redacted]	€ 100.000,-

- The bench fee is used [redacted]
- After 2016 an annual price indexation of 2% is included

Payment Schedule

- Invoice will be sent at the end of each [redacted] months
- Invoices must be paid within [redacted] days
- The payment schedule is based on a total of [redacted] PhD's

1st Invoice for the period November 2016 until January 2017	€ 182.725,-
2nd Invoice for the period February 2017 until April 2017	€ 182.725,-
3rd Invoice for the period May 2017 until July 2017	€ 182.725,-
4th Invoice for the period August 2017 until October 2017	€ 182.725,-
5th Invoice for the period November 2017 until January 2018	€ 182.725,-
6th Invoice for the period February 2018 until April 2018	€ 182.725,-
7th Invoice for the period May 2018 until July 2018	€ 182.725,-
8th Invoice for the period August 2018 until October 2018	€ 182.725,-

[redacted]

9th Invoice for the period November 2018 until January 2019	€ 182.725,-
10th Invoice for the period February 2019 until April 2019	€ 182.725,-
11th Invoice for the period May 2019 until July 2019	€ 182.725,-
12th Invoice for the period August 2019 until October 2019	€ 182.725,-
13th Invoice for the period November 2019 until January 2020	€ 182.725,-
14th Invoice for the period February 2020 until April 2020	€ 182.725,-
15th Invoice for the final period of the Agreement	€ 365.450,-
Total	**€ 2.923.600,-**

Cost overview

The costs for extra PhD's totals . These costs will be borne by the University.

The total project costs are **€ 4.176.560,-**

Collaboration Agreement Elsevier AI Lab

This Collaboration Agreement (hereinafter referred to as “Agreement”) is made as of 1 November 2019 (“Effective Date”) between:

Elsevier B.V., having its office at Radarweg 29, 1043 NX Amsterdam, The Netherlands, with registration number 33158992, hereinafter referred to as “**ELSEVIER**”, also acting for the benefit of its Affiliates; and

VU Foundation, maintaining Vrije Universiteit Amsterdam as a privately-run university in accordance with the Higher Education and Research Act of The Netherlands (Wet op het hoger onderwijs en wetenschappelijk onderzoek), having its registered office at De Boelelaan 1105, 1081 HV Amsterdam, the Netherlands, hereinafter referred to as “**VU**”; and

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

Hereinafter VU and ELSEVIER and UvA referred to as the "**Parties**" and separately as “**Party**”.

WHEREAS

1. ELSEVIER is a global information analytics business that helps institutions and professionals advance healthcare, open science and improve performance for the benefit of humanity;

2. VU and UvA are a educational institutions which collaborate in the Innovation Center for Artificial Intelligence (“**ICAI**”);

3. Within ICAI Parties wish to establish the “**Elsevier AI Lab**”, in which lab researchers in artificial intelligence of VU and UvA together with ELSEVIER will innovate on AI techniques, including knowledge representation, machine learning and information retrieval;

4. 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:

An **Affiliate** is defined as those persons or entities located in various countries throughout the world which directly, or indirectly, individually or in combination, control, are controlled by, or are under common control with a Party's ultimate parent company.

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

Background means any and all information including pre-existing know how, 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.

Derived Data means data and/or analytics that are created, derived or generated in the Project by a Party from data, records, content or other materials that the other Party has provided as Background, including without limitation aggregated data and/or analytics;

Effective Date means the date first written above.

Intellectual Property Rights or **IPR** means: any patents, trade marks, service marks, registered designs, domain name rights, copyrights, software, database rights, design rights, rights in passing off and unfair competition, applications for any of the above, and all other forms of intellectual property protection, trade secret rights, proprietary rights or statutory protections whether registrable or not together with all rights of action in relation to the infringement of any of the above;

Know how means all technical information and data and know-how developed in the Project including, without limitation, information relating to inventions, discoveries, trade secrets, concepts, methodologies, models, research, development and testing procedures, methods and protocols for data and content analysis, the results of experiments and research, tests and trials, manufacturing processes, techniques and specifications, quality control data, analyses, reports and submissions;

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 VU or UvA and participating in the Project.

Post-doctoral researcher (or Post doc) means a researcher who owns a PhD title and is employed by VU or UvA and is participating in the Project;

Project means any of the specific work packages as defined in the Project Plan attached hereto in Appendix A.

Project Plan means a specifically written, defined collaborative plan undertaken by the Parties, describing the research being pursued by the Parties in Elsevier AI Lab, attached hereto as **Appendix A** specifying the details of the Project as agreed upon by the Parties.

Results: all Know how and Intellectual Property Rights that is/are first created or identified or first reduced to practice or writing in the course of and as part of the Project. For the avoidance of doubt, Results include Derived Data.

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.

Article 2 – PURPOSE AND SCOPE OF THE CO-OPERATION

2.1 The Parties undertake to collaborate under the terms and conditions of this Agreement in order to achieve the goals of the Elsevier AI Lab. VU and UvA will carry out their work with due observance of the applicable regulations for academic and scientific research, including the Netherlands Code of Conduct for Research Integrity (http://www.vsnu.nl/files/documents/Netherlands%20Code%20of%20Conduct%20for%20Research%20Integrity%202018.pdf). Each of the Parties will ensure that its staff, students and researchers (if any) involved in the Project: (i) observe the conditions attaching to any regulatory and ethical licences, consents and approvals; and (ii) keep complete and accurate records of all research (including behavioural research data), development and other work carried out in connection with the Project.

2.2 The Project has been detailed in the Project Plan attached hereto as **Appendix A** which shall be governed by the 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 in agreed Project Plan in Appendix A.

Article 3 – GOVERNANCE

The "Elsevier AI Lab" shall be located at the premises of the UvA in the Science Park, Amsterdam, with the following governance structure:

3.1 The Governing Board: Parties will establish a governing board comprised initially of 3 members (the "Governing Board"). 1 member shall be chosen by ELSEVIER, 1 member by VU and the other member by the UvA. ELSEVIER will appoint as the Governing Board member an ELSEVIER employee who holds the role of a VP Data Science. VU will appoint as the Governing Board member the Head of the respective computer science department. UvA will also appoint as the Governing Board member the Head of the respective computer

science department. The Governing Board members will be the primary contact for each Party. Directors (as defined below) will not serve as Governing Board members. All decisions of the Governing Board relating to the below responsibilities must be by unanimous vote to have any effect.

The Governing Board shall be responsible for:

- Approving the Project Plan and the annual update of the same;
- Approving annual budgets;
- Reviewing the annual financial report;
- Reviewing and approving the annual progress report
- Deciding on the addition of any third party as a party to this Agreement; and
- Resolving conflict on direction, appointments, process or other elements that are not agreed by Directors.

3.2 ELSEVIER will nominate one Industry Director, and VU and UvA shall each nominate a Research Director. The Directors shall jointly be responsible for:

- Proposing the annual update of the Project Plan to the Governing Board;
- Decisions on specific research directions
- Preparing and presenting the annual progress 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 ELSEVIER in accordance with article 8 of this Agreement.

The Research Director will appoint and manage any PHD students, post-doctoral researchers or Elsevier AI Lab manager ("Elsevier AI Lab Manager") employed by the VU or UvA.

The Industry Director will appoint and manage any staff appointed by ELSEVIER.

3.3 Elsevier AI Lab Manager: a lab manager shall be appointed and managed by the Research Director and will be responsible for the daily activities in close cooperation with the Director(s).

Article 4 – EXECUTION OF THE CO-OPERATION AND FINANCING

4.1 The Parties estimate that the Elsevier AI Lab will take the equivalent of 5 years work, with 5 FTE (full time equivalent) for 4 years. After consultation with ELSEVIER, UvA and VU respectively shall in accordance with the Project Plan appoint PhD Students and/or post-doctoral researchers, who shall be scientifically qualified to perform the work in the Project.

VU and UvA will arrange for the supervision of the PhD Students and post-doctoral researchers. In the event a Project also partially takes place at ELSEVIER's premises,

ELSEVIER shall supervise the PhD Student(s) and post-doctoral researchers at ELSEVIER's offices, in Sloterdijk, Amsterdam.

Except as otherwise expressly stated herein, each Party shall be responsible for its own costs incurred in connection with the Project, including all labour costs.

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; and

(c) to ensure that the PhD Student(s) and the post-doctoral researchers 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 Project and the transfer and grant of rights to ELSEVIER under this Agreement, ELSEVIER shall pay to the VU the overall amount of EUR [redacted] (excluding VAT) according to the payment terms, as laid down in the Project Plan. All payments will only be made to VU. VU will pay a part of this sum to UvA, as further to be agreed upon between VU and UvA in a separate agreement.

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 Results 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 Results 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 Results 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 RESULTS AND INTELLECTUAL PROPERTY RIGHTS

7.1 [redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

Article 8 - PUBLICATIONS

8.1 Subject to clause 8.2, any employee of either Party involved in the Elsevier AI Lab, or any faculty member or student of either Party (whether or not such faculty member or student were involved in the Elsevier AI Lab) may

8.1.1 discuss work undertaken as part of the activities and the Work Packages of the Elsevier AI Lab in conferences, seminars, tutorials and lectures (provided they do not disclose any of other Party's Confidential Information); and

8.1.2 publish an article or abstract summary online or in a formal scholarly journal, conference, or workshop proceedings, describing the activities, the Work Packages

and the Results of the Elsevier AI Lab, (unless there is some content identified as Confidential Information by either of the Parties, in which event the Parties will discuss methods by which the Results can be described without violating the Confidential Information).

8.2 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, acting reasonably, 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 unless the other Party approves the proposed publication earlier. Parties shall use reasonable endeavours to approve such a publication of the other Party with undue delay. 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 in good faith 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 a subsequent period of three (3) months to allow an application for IPR to be filed or to modify the publication. As from the expiration of this term, the publishing Party will be entitled to publish the proposed publication.

8.3 The Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree which includes Results or Background. However, confidentiality and other contractual terms have to be respected.

8.4 Authorship will be determined in accordance with international academic standards.

8.5 For the avoidance of doubt:

(a) this Clause 8 regarding publication also fully applies to the publication of (open source) software; and

(b) even if the Results constitute or include a trade secret, VU/UvA may still publish such trade secrets, subject to the approval requirements set forth in the publication procedure in this Article 8.

Article 9 – WARRANTY AND LIABILITY

9.1 VU and UvA 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, and the recipient Party shall in any case be entirely responsible for the use to which it puts such information and materials.

9.4 In supplying Results to Elsevier, VU and UvA will 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, and declare to the best of their knowledge that at the time of the assignment to Elsevier the Intellectual Property Rights regarding the Results are not infringing the rights of any third party and to that extent shall provide all cooperation as reasonably requested by (patent engineers of) Elsevier prior to the transfer of the Intellectual Property Rights to Elsevier.

VU and UvA declare to the best of their knowledge that any deliverables produced by VU and/or UvA will not constitute or result in any infringement of third-party rights, and that any consents with respect to research surveys, tests and experiments have been properly obtained and documented (in accordance with research sector standards and the performing Party's policies).

9.5 Deleted.

9.6 Deleted.

9.7 Subject to clause 9.8, the liability of either Party to the other for any breach of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, will not extend to any indirect, incidental, consequential, special, punitive or exemplary damages or losses, even if the Party bringing the claim has advised the other of the possibility of those losses, or if they were within the other Party's contemplation.

9.8 Nothing in this Agreement limits or excludes either Party's liability for:

9.8.1 death or personal injury;

9.8.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or

9.8.3 any loss or damage caused by a deliberate breach of this Agreement.

9.9 The express undertakings and warranties given by the Parties in this Agreement are in lieu of all other warranties, conditions, terms, undertakings and obligations, whether express or implied by statute, common law, custom, trade usage, course of dealing or in any other way. All of these are excluded to the fullest extent permitted by law.

9.10 Subject to clause 9.8, in no event shall either Party be liable to the other for aggregate damages in excess of the amounts paid by Elsevier to the Knowledge Institutes under this Agreement, provided that:

(a) Elsevier's liability to indemnify the Knowledge Institutes under clause 9.11 shall be unlimited; and
(b) VU's liability shall be limited to the amount paid out by VU general liability insurance or the amount received by VU under this Agreement, whichever is higher; and
(c) UvA's liability shall be limited to the amount paid out by respectively UvA's general liability insurance or the amount received by UvA under this Agreement, whichever is higher.

9.11 Upon notification by a Knowledge Institute of any claim brought by a third party, Elsevier shall defend, indemnify and hold the Knowledge Institute harmless from and against any liabilities, losses, damages, costs, and expenses (collectively, "Liabilities") that are incurred by the Knowledge Institute to the extent such Liabilities were caused by Elsevier's use of the Results (or any part thereof). Elsevier shall have no liability under this clause if the third party claim is a direct result of the Knowledge Institute's breach of Articles 9.3 and/or 9.4, or if the claim was caused by the Knowledge Institute's gross negligence, deliberate misrepresentation or deliberate breach of this Agreement. Elsevier shall have the right, to settle any such claims on terms and conditions of Elsevier's own selection which are not in conflict with the terms and conditions of this Agreement and the Knowledge Institute which is the subject of the claim shall provide Elsevier with all reasonably requested assistance in relation to the claim.

9.12 If this Agreement and the terms and conditions therein be qualified as state aid each Party will cooperate to amend this Agreement in such a way to comply with state aid rules, including but not limited to transferring any Intellectual Property rights to VU and/or UvA.

9.13 Parties will apply for the PPS Allowance from Rijksdienst voor Ondernemend Nederland (RVO). Should RVO rule that this Agreement does not comply with the PPS conditions and that as a consequence VU must pay back any sum of money to RVO, then Parties will share any amount which VU must repay to RVO. This means that Elsevier will pay fifty percent of any amount claimed by RVO, and VU and UvA will each pay back twenty-five percent of any amount claimed by RVO.

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. Parties agree that no Personal Data will be exchanged under the Project.

10.2 With respect to any activity, the performing Party agrees to the other Party, that it will comply with all applicable data protection and data security laws and will otherwise protect information that may identify an individual, and where it processes personal data, shall act in accordance with reasonable instructions from time to time from the Project team (to the extent that these are not in conflict with the performing Party's obligations under applicable law and regulations).

10.3 Each Party agrees, with respect to any IT systems it will use that it operates and maintains appropriate and up-to-date IT security systems, policies and procedures which are designed to protect its IT systems from viruses, trojan horses, spyware, worms, logic bombs or other analogous malicious code and so reduce the risk that malware will be transmitted to the other Party or to other customers or contacts.

10.4 Each Party ensures, with respect to any software applications that it creates and that is identified as a deliverable in this Agreement, that such applications will not contain or consist of any open source code unless the performing Party expressly identifies the same in the quarterly list as laid down in article 7.4.1.

Article 11 – START - DURATION – TERMINATION

11.1 This Agreement shall enter into force at the Effective Date under the condition precedent that the PPS allowance is granted to VU and UvA in accordance with the budget as laid down in **Appendix B** and shall expire after a period of five (5) years from the Effective Date or upon completion of the Project Plan if later (under the condition that the budget is not increased), 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) (i) 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 (ii) or in the event the other Party becomes insolvent, or loses funding required to perform its obligations under this Agreement. 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.

Either Party may terminate this Agreement for its convenience by giving the other not less than 6 months' notice. In case Elsevier will terminate this Agreement for convenience, Elsevier will compensate VU for all spent costs and also for all unspent but committed costs. This includes all spent costs and also for all unspent but committed costs by UvA for the Project.

11.3 At the end of the first year of each Project, an evaluation of each PhD Student and post-doctoral researcher will take place jointly between the Parties. This evaluation is to verify if it is feasible that the PhD Student and post doctoral researcher finishes the Project and has the appropriate scientific qualifications/capabilities. In case it has been decided that one or more PhD Student(s) or post doctoral researcher(s) is/are not scientifically qualified and no suitable replacement is found within three (3) months after it was decided that one or more PhD Student(s) or post doctoral researcher(s) is/are not suitable, then either Party shall be entitled to partially terminate this Agreement with respect to the affected work package 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 If the performance by either Party of any of its obligations under this Agreement is delayed or prevented by circumstances beyond its reasonable control, that Party will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance is more than 3 months, the other Party may terminate this Agreement with immediate effect by giving written notice.

11.5 The provisions of Article 6, 7, 8, 9, 10, 11 and 14 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 Parties. However, no consent is required for an assignment or transfer in whole or in part by ELSEVIER to any of its Affiliates. ELSEVIER shall notify VU 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 the 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