

the invalid, or unenforceable provision(s) by such effective provision(s) as will most closely correspond with the original intention of the provision(s) so voided.

#### Article 16 - NOTICES

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

|                         |                                                                  |
|-------------------------|------------------------------------------------------------------|
| ELSEVIER Contact Person | Legal Department, [REDACTED] [REDACTED] Regional General Counsel |
| Address                 | Elsevier, 125 London Wall                                        |
| Place                   | London EC2Y 5AS                                                  |
| Country                 | United Kingdom                                                   |
| Telephone               | + [REDACTED]                                                     |
| E-mail                  | [REDACTED]@elsevier.com                                          |

|                   |                              |
|-------------------|------------------------------|
| VU Contact Person | [REDACTED]                   |
| Address           | De Boelelaan 1085            |
| Place             | 1081 HV Amsterdam            |
| Country           | The Netherlands              |
| Telephone         | [REDACTED] or +31 [REDACTED] |
| E-mail            | [REDACTED]n@vu.nl            |

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

#### Article 17 NON-COMPETE

The Parties acknowledge and accept that VU and UvA objectives include undertaking research, teaching and the dissemination of knowledge for public benefit and that VU and UvA have a fundamental obligation to ensure academic independence and inquiry. Notwithstanding the foregoing, and the provisions of clause 8 the VU and UvA shall take all reasonable steps needed to ensure that its researchers who act as a PHD Student or post-doctoral researcher in the Project shall not without the written consent of ELSEVIER - which may not unreasonably be withheld - collaborate with any commercial or non-commercial publisher or commercial third party that compete with ELSEVIER in connection with the public distribution or the commercialization of any specific research areas of the Project as long as they are appointed by UvA or VU.

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

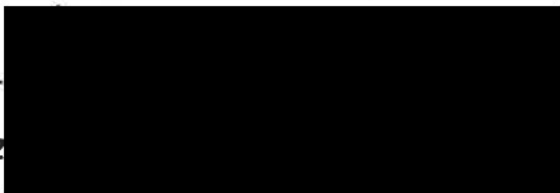
Elsevier BV

Signature: ...

Name: A

Title:

Date:



Director

October 7, 2019

VU Foundation

Signature

Name: M

Title: Executive Board

Date: 09-10-2019

Signature

Name: ...

Title: Dean of the Faculty of Science

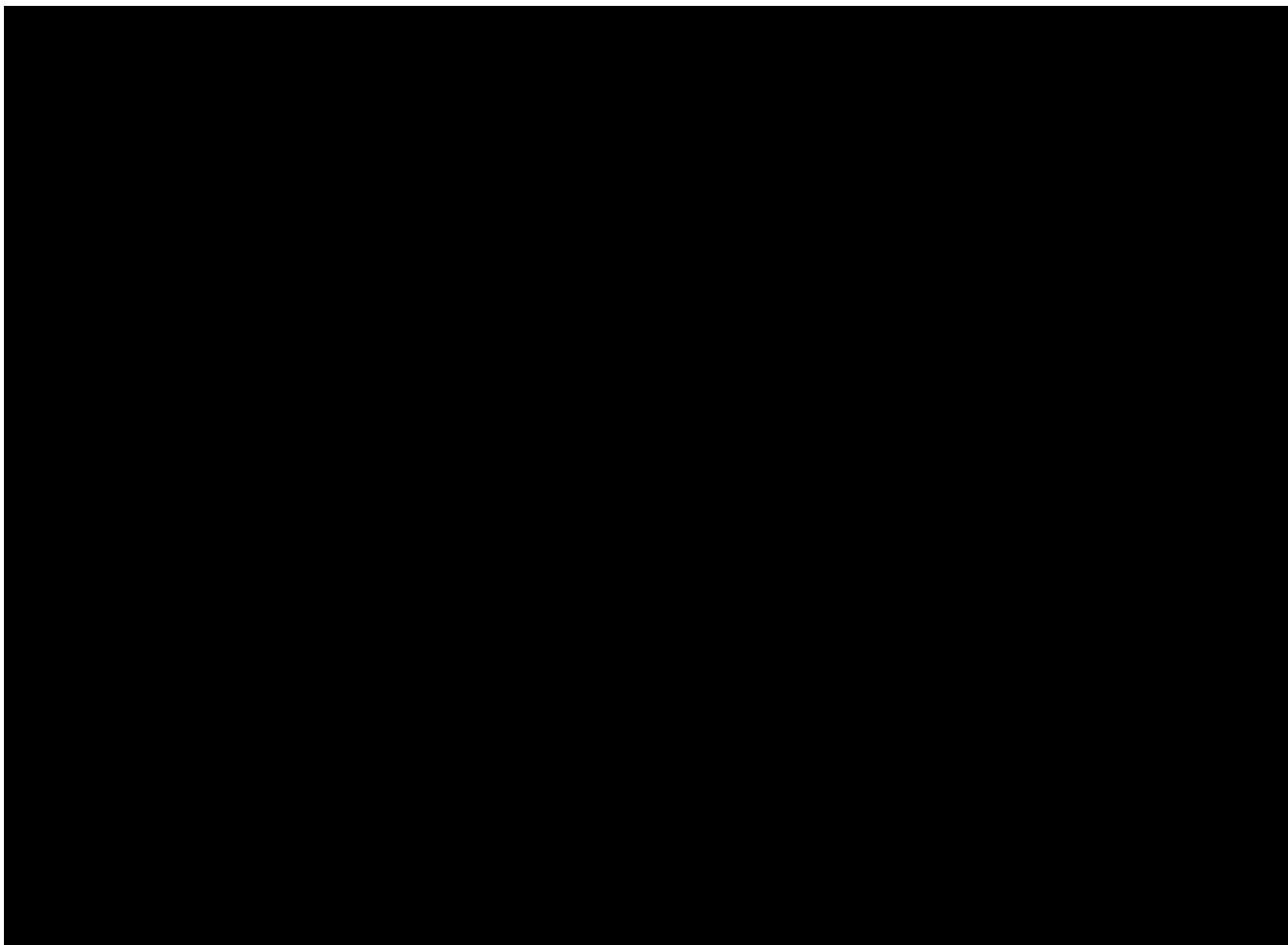
Date: 7/10/2019

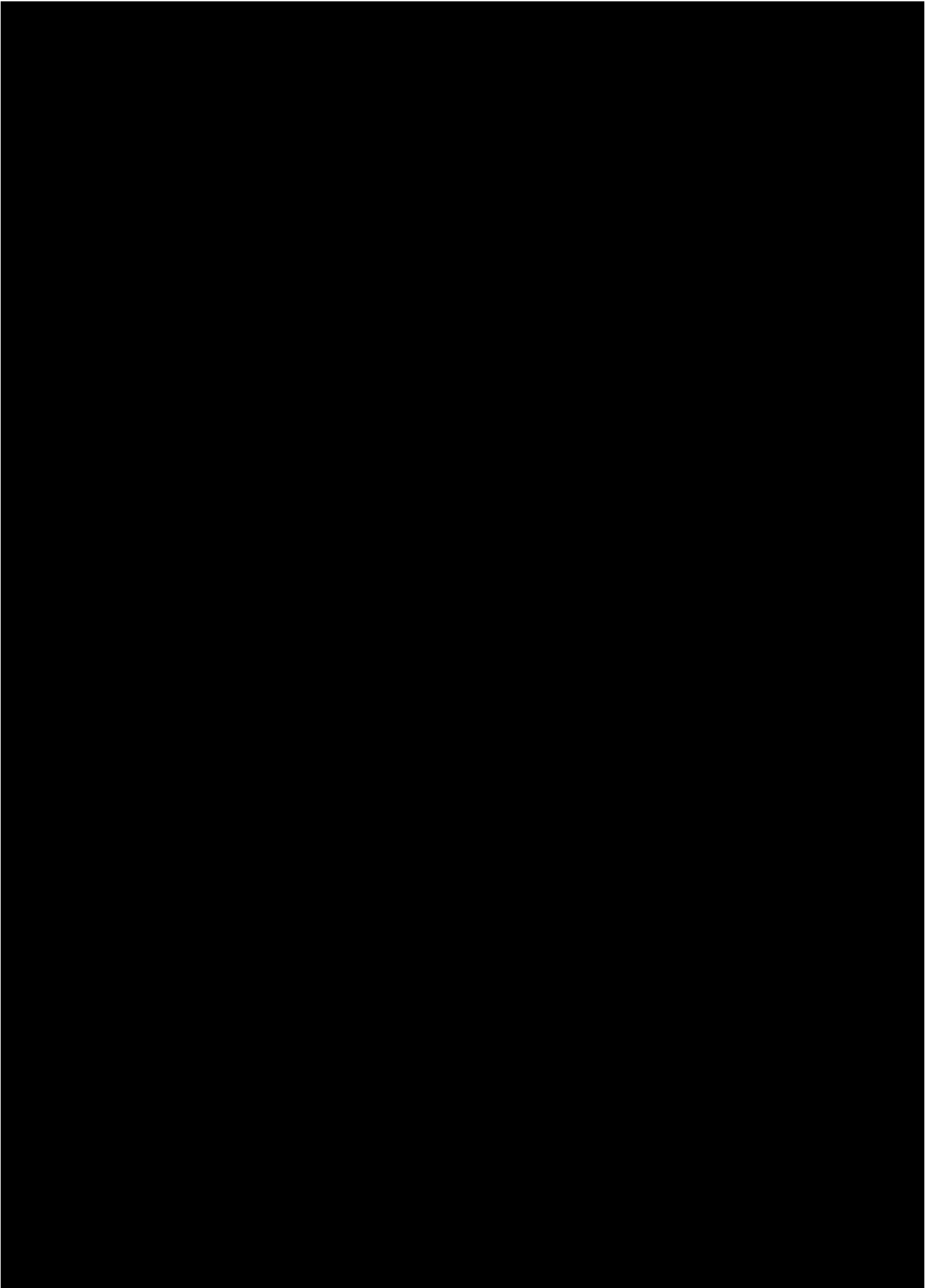
## Appendix A – Project Plan

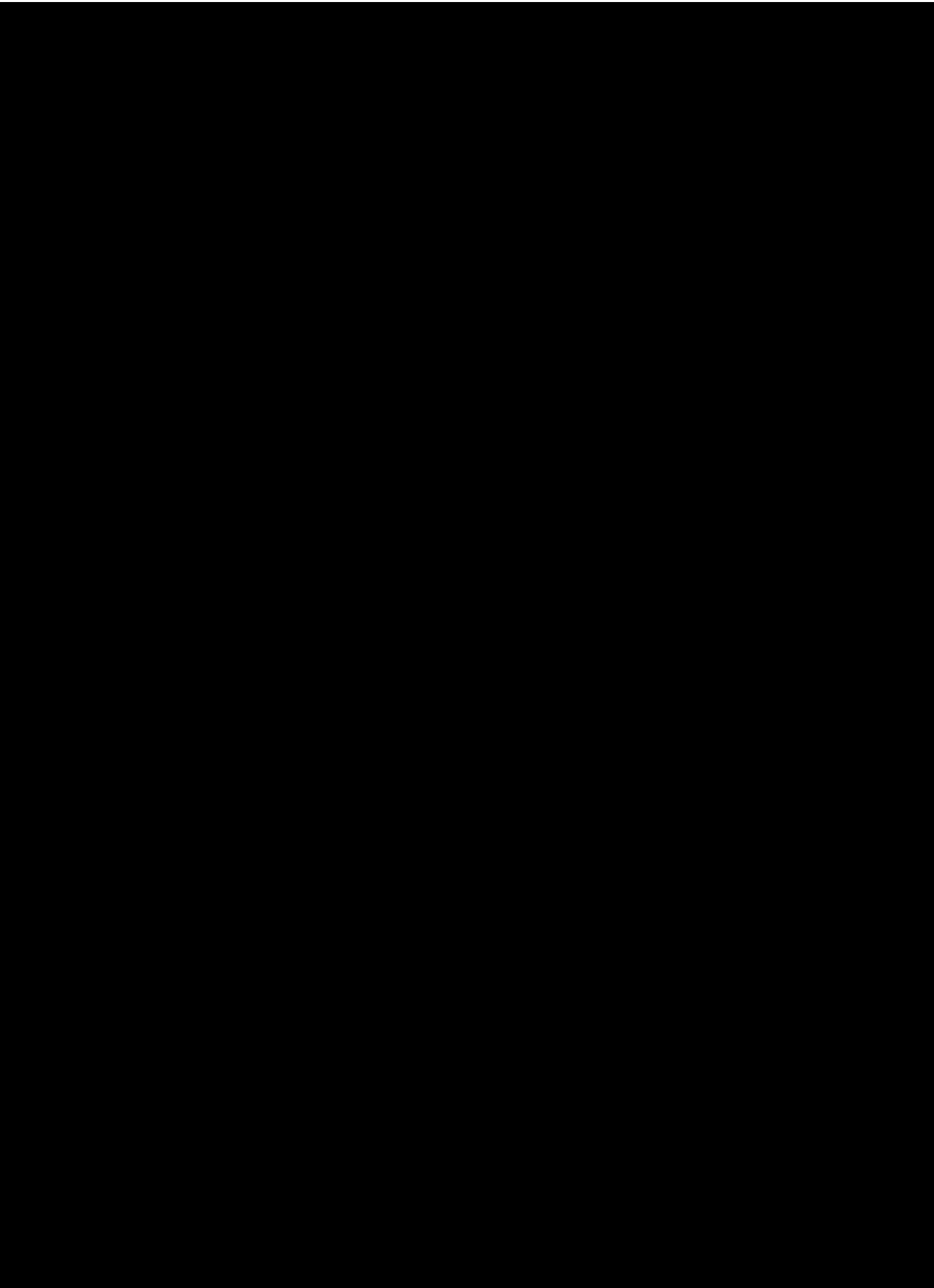
### A.1 General Details

|                          |   |                                                                                                                                                             |
|--------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Title                    | : | Elsevier AI Lab – Research Graph                                                                                                                            |
| Department               | : | Computer Science (VU) and<br>Informatics Institute (UvA)                                                                                                    |
| VU Project Manager       | : | [REDACTED]                                                                                                                                                  |
| UvA Project Manager      | : | [REDACTED]                                                                                                                                                  |
| ELSEVIER Project Manager | : | [REDACTED]                                                                                                                                                  |
| Project starting date    | : | 1 November 2019                                                                                                                                             |
| Project end date         | : | 1 November 2024                                                                                                                                             |
| Location of work         | : | Premises of UvA at the Science Park 904<br>premises of VU at De Boelelaan 1085<br>(3 days per week)<br>ELSEVIER offices at Radarweg 29<br>(2 days per week) |
| Date of first invoice    | : | after each calendar year                                                                                                                                    |
| Date of last invoice     | : | See above                                                                                                                                                   |
| Number of invoices       | : | five                                                                                                                                                        |
| Content of each invoice  | : | one fifth of total payment to be made to VU                                                                                                                 |
| Payment term             | : | 45 calendar days after receipt of a correct<br>invoice                                                                                                      |
| Report dates             | : | Yearly reports, at every 1 <sup>st</sup> of September                                                                                                       |

### A.2 Technical Details







[Redacted text block]

**Work Package 1**

**Reinforcement learning over structured multi-modal information**

[Redacted text block]

[Redacted text block]

[Redacted text block]

[Redacted text block]

[illegible]



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



## Appendix B: budget

| 3x PhD & 2x PD  |       |   |
|-----------------|-------|---|
| Cost            |       |   |
| PhD1            |       | € |
| PhD2            |       | € |
| PhD3            |       | € |
| PD1             |       | € |
| PD2             |       | € |
| Ten.Track       |       | € |
| Profs (5*       |       | € |
| equipment       |       | € |
| Travel ( pp/yr) |       | € |
| Open Access     |       | € |
|                 | 3,135 |   |
|                 |       | € |

| Contributions |       |   |
|---------------|-------|---|
| Elsevier      |       |   |
| TKI           |       |   |
| VU & UvA      |       |   |
|               | 3,135 |   |
|               |       | € |

## Samenwerkingsovereenkomst Politie en Universiteit van Amsterdam

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### De ondergetekenden:

1. **Politie**, gevestigd te Den Haag, Nieuwe Uitleg 1 2514 BP, **vertegenwoordigd** door de portefeuillehouder Digitalisering en Cybercrime, [REDACTED], Plv. Politiechef/Hoofd Operatiën Landelijke Eenheid, hierna ook te noemen 'de Politie',  
  
en
2. **Universiteit van Amsterdam**, gevestigd te Amsterdam, en (mede) kantoor houdende te 1098 XH Amsterdam, Science Park 904, zijnde één van de partners van Amsterdam Data Science (ADS), vertegenwoordigd door [REDACTED], directeur van het Instituut voor Informatica, hierna ook te noemen 'de UvA'

Hierna partijen sub 1 en 2 gezamenlijk ook te noemen: 'Partijen', en individueel: "Partij",

### Nemen het volgende in overweging:

1. De Politie heeft een programma geformuleerd met als doel de verbetering van de operationele effectiviteit en kwaliteit van de (digitale)opsporing en de bestrijding van cybercrime.
2. Het programma zet in op expertiseopbouw op het gebied van data science en met name op de volgende deelgebieden:
  - beeld-, tekst- en videoanalyse,
  - kennisrepresentatie,
  - machine leren,
  - multimedia-analyse,
  - parallel en gedistribueerd rekenen,
  - zoekmachine-technologie.
3. Er heeft zich een samenwerkingsverband gevormd op het gebied van data science, bestaande uit: de Universiteit van Amsterdam, de Vrije Universiteit Amsterdam, het Centrum Wiskunde & Informatica en de Hogeschool van Amsterdam, welk samenwerkingsverband wordt aangeduid met Amsterdam Data Science (ADS).
4. De Politie is voornemens om op het gebied van data science versterkt samen te werken met onderwijsinstellingen, zoals georganiseerd in ADS, die optreden als marktpartijen en daartoe wil de Politie in eerste instantie onderzoek en ontwikkeling uitvoeren in samenwerking met de UvA.
5. Teneinde te kunnen werken met vaststaande uitgangspunten wensen de Politie en de UvA deelprojecten op het gebied van ontwikkeling en onderzoek uit te voeren op basis van de voorwaarden van een samenwerkingsovereenkomst.
6. De samenwerking is gericht op het uitvoeren van deze deelprojecten op het gebied van ontwikkeling en onderzoek waarbij de verbinding wordt gezocht tussen wetenschappelijke kennis en praktijkkennis op het gebied van data science in de context van operationele uitdagingen.

Paraaf Pol [REDACTED]

Paraaf UvA: [REDACTED]

## DE PARTIJEN ZIJN OVEREENGEKOMEN:

### 1. Doel en wijze van samenwerking

De samenwerking tussen de Politie en de UvA wordt als volgt vormgegeven.

#### 1. Partijen streven de volgende doelen na:

Voor de Politie:

- directe toegang tot talent in een steeds meer concurrerende markt voor data science-talent;
- directe toegang tot state-of-the-art onderzoek in data science;
- laagdrempelige toegang tot de wetenschap met het oog op operationele vraagstukken, ontwikkelings- en testtrajecten;
- minimaliseren van de overhead bij het initiëren en starten van nieuwe samenwerkingstrajecten.

Voor de UvA:

- directe toegang tot datasets, use cases en evaluatie- en toepassingsscenario's;
- financiering voor toepassingsgericht data science onderzoek;
- invulling van de valorisatetaak van de UvA;
- maatschappelijke inbreng in de vormgeving en evaluatie van onderwijsprogramma's;
- een lange termijn samenwerking met een zeer prominente maatschappelijke toepassing van data science technologie.

#### 2. Partijen zullen bij behoefte deelprojecten (hierna: 'deelproject(en)') aanwijzen ten behoeve van ontwikkeling en onderzoek en per deelproject vaststellen of het deelproject voldoet aan de uitzonderingsregel van artikel 2.24 sub g Aanbestedingswet. Per deelproject kunnen Partijen in onderling overleg en schriftelijk van deze samenwerkingsovereenkomst afwijkende of aanvullende regelingen vaststellen.

#### 3. De missie van Partijen is het verbinden van wetenskapskennis en praktijkkennis op het gebied van data science. Hierbij is het nauwe samenspel tussen (1) de praktijk van de Politie, (2) de universitaire onderzoeksetting, (3) het onderwijs en (4) de relevante beleidsomgeving de sleutel voor optimale kennisvalorisatie.

#### 4. De samenwerking tussen de Partijen vindt met name op de volgende wijze plaats:

- a. de Politie verstrekt aan de UvA een jaarlijkse financiële bijdrage van Euro 100.000,- (exclusief BTW) gedurende de looptijd van deze samenwerkingsovereenkomst. Deze bijdrage is bedoeld als tegemoetkoming in de kosten, die de UvA maakt inzake de deelname aan de deelprojecten. Bijlage 1 bevat een overzicht van de begrote kosten. Bijlage 2 bevat een beschrijving van het onderzoeksplan, dat wordt uitgevoerd binnen deze samenwerkingsovereenkomst en onder de naam van gezamenlijk Lab Landelijke Politie en Amsterdam Data Science, bestaande uit drie deelprojecten, waarover overeenstemming is bereikt tussen de UvA en de Politie. De bijlagen bij deze samenwerkingsovereenkomst maken integraal deel uit van deze samenwerkingsovereenkomst.
- b. de UvA draagt de kosten van gastposities die medewerkers van de Politie zullen innemen teneinde hun kennis te vergroten ten behoeve van de begeleiding van de deelprojecten en de inbedding binnen de organisatie van de Politie van de medewerkers van de UvA aan deze deelprojecten. De geschatte jaarlijkse kosten hiervan

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bedragen € 5.500,- (op basis van 10 gastplekken). De kosten zijn inbegrepen in de totaalbegroting volgens bijlage 1.

- c. de Politie stelt werkplekken en fte's ter beschikking voor promovendi van de UvA. Deze promovendi worden geselecteerd door de UvA en zullen werkzaam zijn bij de Politie op een operationeel relevante en voor het onderzoek geschikte locatie, nadat de Politie de promovendi heeft geaccepteerd op basis van haar interne beleid. De promovendi brengen afwisselend een deel van hun werktijd door op locatie bij de Politie en bij een onderzoeksgroep verbonden aan de UvA. Uitgangspunt is dat de promovendi hun volledige werktijd besteden ten behoeve van het promotieonderzoek. Inzet ten behoeve van operationele activiteiten kan hier deel van uitmaken. Per promovendus of deelproject kan tussen Partijen in onderling overleg een maatwerkprogramma worden vastgesteld.
- d. Partijen zullen per deelproject een nadere regeling treffen omtrent de verdeling van het toezicht op de promovendi. Uitgangspunt is dat de Politie de promovendi begeleidt op de voor haar relevante probleemstelling met advies, kennis en data. De wetenschappelijke begeleiding is een verantwoordelijkheid van de UvA. De stuurgroep zal op aanwijzing van de UvA, de promovendus of de coördinator van de begeleidingsgroep aanpassingen doorvoeren in de samenstelling van de begeleidingsgroep als deze een risico vormt voor het promotieonderzoek.
- e. de UvA stelt naast de werkplekken voor promovendi ten behoeve van medewerkers van de Politie gastposities ter beschikking. Deze medewerkers worden in de gelegenheid gesteld om met gebruikmaking van de kennis, en de faciliteiten van de UvA nader onderzoek te doen in samenwerking met UvA onderzoekers, te participeren in onderzoeken en te publiceren. Dergelijke initiatieven zullen als deelproject worden uitgewerkt en uitgevoerd.
- f. de UvA verzorgt expertcolleges over relevante wetenschappelijke onderzoeken en nieuwe inzichten binnen het wetenschappelijke veld voor de expertcommunities binnen de opsporing (de digitale experts, data scientists, analisten, forensisch specialisten etc.). Over specifieke leergangen en colleges worden nadere afspraken gemaakt, voor zover deze niet binnen de begrote kosten vallen.
- g. De complexiteit van het vakgebied data science is van een dusdanig hoog niveau met name door de snelle ontwikkelingen, dat het kunnen raadplegen van wetenschappelijke expertise niet alleen wenselijk, maar steeds vaker noodzakelijk blijkt met het oog op ontwikkelingen binnen de politie, maar ook met het oog op operationele situaties.

De door de Politie te betalen bijdrage van Euro 100.000,- dient te worden voldaan in twee halfjaarlijkse termijnen, te voldoen bij vooruitbetaling per 1 september en per 1 maart, en voor de eerste maal per 1 maart 2017. Het bedrag zal worden overgemaakt naar het volgende rekeningnummer:

IBAN-code: NL [REDACTED] 5

Ten name van: UvA FNWI locatie kr [REDACTED]

Onder vermelding van:

- Project: 'R.2324.0034.01' en de betreffende periode
- Contactpersoon: [REDACTED] e-mailadres ([REDACTED]@uva.nl)

Paraaf Pol

Paraaf UvA

## 2. Organisatie

1. Ten behoeve van overleg worden de volgende organen in het leven geroepen:
  - a. een Stuurgroep, die door de Partijen wordt benoemd en eenmaal per 6 maanden bij elkaar komt,
  - b. een Begeleidingsgroep, die door de Partijen wordt benoemd en periodiek bij elkaar komt. Deze Begeleidingsgroep is het eerste aanspreekpunt voor de verschillende deelprojecten. In de Begeleidingsgroep zullen personen plaatsnemen die ervaring hebben met het verrichten van wetenschappelijk onderzoek ten behoeve van de Politie, dan wel ten behoeve van de politieorganisatie voordat de (samengevoegde) Politie werd opgericht, en die werkzaam zijn op het gebied van data-analyse op het desbetreffende vakgebied. Per promotietraject wordt één vaste begeleider van de Politie aangewezen, die deel uitmaakt van de Begeleidingsgroep.
2. De Stuurgroep is het besluitvormend orgaan van deze samenwerking tussen de Politie en de UvA. Van de Stuurgroep maken in ieder geval deel uit:
  - Politie teamchef afdeling specialistische ondersteuning, Eenheid Amsterdam  
[REDACTED]
  - Politie teamchef afdeling technische Ontwikkeling en Expertise, Landelijk Eenheid  
[REDACTED]
  - UvA, [REDACTED]
  - UvA, [REDACTED]
3. Een van de UvA leden van de Stuurgroep zal als voorzitter van de Stuurgroep fungeren. De voorzitter is uit dien hoofde gerechtigd een vergadering tegen een bepaalde dag en op een door hem/haar te bepalen tijdstip bijeen te roepen. De voorzitter is verantwoordelijk voor het opstellen van een agenda en het tijdig toezenden daarvan aan de leden. De voorzitter bepaalt de vergaderplaats, zit de vergadering voor en draagt zorg voor het opstellen van de notulen.
4. Alle leden van de Stuurgroep hebben het recht een verzoek te doen tot het bijeenroepen van een vergadering en onderwerpen op de agenda te plaatsen.
5. Besluiten worden genomen bij unanimiteit. Ieder lid brengt één stem uit. Voor het nemen van besluiten is de aanwezigheid van ten minste 2/3 van het aantal in functie zijnde leden vereist.
6. Besluiten kunnen ook buiten een vergadering worden genomen door middel van e-mail, telefoon, fax e.d., mits bevestigd in de eerstvolgende vergadering en aldus in de notulen vastgelegd.
7. De taken van de Stuurgroep zijn:
  - Op- en vaststellen van een onderzoeksplan betreffende een deelproject;
  - De voortgang bewaken en waar nodig bijsturen en nieuwe initiatieven beoordelen;
  - Besluiten tot het continueren of aanpassen van de samenwerking (op basis van de jaarlijkse evaluatie);
  - Aanragen en goedkeuren van gezamenlijke subsidieaanvragen;
  - Het opstellen en vaststellen van een kennistransferplan, waarin de verspreiding van [REDACTED] en onderzoeksresultaten en de wijze waarop, wordt beschreven.

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### **3. Taak- en rolverdeling tussen de verschillende Partijen**

1. De verdeling van de door beide Partijen ingebrachte financiële middelen in het kader van de deelprojecten wordt in de Stuurgroep besproken en zal per deelproject worden vastgesteld. Voor zover het deelproject niet gefinancierd wordt vanuit de basisfinanciering van de Politie, zullen hierover afspraken worden vastgelegd per deelproject.
2. Inbreng van de Politie:
  - expertise (gekwatificeerde medewerkers) op het terrein van praktijkgericht onderzoek;
  - inzet van politiemedewerkers ten behoeve van het geven van onderwijs bij de UvA (lezingen uit de praktijk);
  - basisfinanciering van € 100.000 per jaar.

#### **Inbreng van de UvA:**

- expertise op het terrein van wetenschappelijk onderzoek;
- verworven en getoetste wetenschappelijke kennis en inzichten worden ter beschikking gesteld aan de Politie (bijvoorbeeld in de vorm van lezingen of publicaties);
- promotiebegeleiding van de promovendi die in dienst treden bij de Politie;
- toetsing van deelprojecten door de Ethische Commissie van de UvA -Instituut voor Informatica.

### **4. Onderzoek-, onderwijs- en praktijkvoorzieningen**

1. Partijen zullen nadat de Stuurgroep hiertoe een voorstel heeft gedaan, medewerkers van de Politie (zonder universitaire aanstelling) de status van gastonderzoeker bij de UvA verlenen.
2. De status van gastonderzoeker biedt een academische werkinfrastructuur met:
  - a. bibliotheekvoorzieningen: wereldwijd online toegang tot alle elektronische tijdschriften en literatuurbestanden waartoe de UvA toegang heeft;
  - b. een e-mail account bij de UvA;
  - c. toegang tot onderzoekvoorzieningen van de UvA .

### **5. Financiën**

1. Voor zover in deze samenwerkingsovereenkomst niet uitdrukkelijk anders is bepaald, nemen Partijen ieder voor eigen rekening en risico deel aan de uitvoering van deze samenwerkingsovereenkomst.
2. Partijen voeren de deelprojecten uit op basis van een door de Stuurgroep vastgestelde nadere schriftelijke uitwerking van deze deelprojecten.

### **6. Ethische Toetsing van Onderzoek**

1. Alle deelprojecten zullen voor zover van toepassing aangemeld en beoordeeld worden door de Ethische Commissie van het UvA-Instituut voor Informatica, hiervoor geldt de standaard procedure.
2. Het onderzoek dient verder te voldoen aan de Nederlandse Gedragscode van de VSNU, aan de Gedragscode voor gebruik van

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persoonsgegevens in wetenschappelijk onderzoek (ook VSNU) alsmede aan de regels omtrent persoonsgegevens zoals die voor de Politie gelden.

**7. Beschikbaarheid van databestanden en overige relevante gegevens**

1. Partijen bieden toegang tot hun databestanden en overige relevante gegevens, voor zover wettelijke regelingen, veiligheidsvoorschriften, rechten van derden of overeenkomsten met derden zich hiertegen niet verzetten; het gebruik van data zal schriftelijk worden vastgelegd in de nadere regeling per deelproject.
2. Gegevens die in het kader van de deelprojecten worden gebruikt, blijven eigendom van de Partij die ze verstrekt, tenzij anders schriftelijk overeengekomen.

**8. Publicatierechten en Intellectueel Eigendom**

1. De resultaten die voortkomen uit de deelprojecten zullen zoveel als mogelijk ter publicatie worden aangeboden in nationale en internationale vaktijdschriften met inachtneming van lid 2 van dit artikel.
2. De resultaten zullen niet worden gepubliceerd, noch worden geopenbaard zonder schriftelijke toestemming van elk der Partijen. De Politie is te allen tijde gerechtigd concept-publicaties te onderwerpen aan een beoordeling teneinde vast te stellen of de betreffende concept-publicatie niet indruist tegen beveiligingsregels zoals de Politie die hanteert. In dat geval is de Politie gerechtigd de publicatie uit te stellen of wijzigingen te laten aanbrengen. De Politie zal deze bevoegdheid prudent en in redelijkheid toepassen. In ieder geval zullen Partijen ervoor zorgdragen dat een promotie steeds doorgang kan vinden. De in lid 4 van dit artikel genoemde termijnen zijn ook hier van toepassing.
3. Een negatieve beslissing omtrent het publiceren dient vergezeld te gaan van een schriftelijke en op redelijkheid gebaseerde motivatie, dan wel voorstellen voor aanpassing van de publicatie.
4. De Partij die wil publiceren legt een concept van de voorgenomen publicatie voor aan de andere Partij. Binnen 30 kalenderdagen na ontvangst van de conceptpublicatie, laat betreffende Partij weten of zij uitstel van de publicatie behoeft, om de mogelijkheid te hebben haar belangen en rechten te beschermen door middel van een octrooiaanvraag. Dit uitstel bedraagt maximaal drie maanden.
5. Leidraad bij wetenschappelijke publicaties is dat de schrijver en trekker van een publicatie eerste auteur is, de dagelijks wetenschappelijk begeleider tweede auteur en de wetenschappelijke eindverantwoordelijke laatste auteur is.
6. In publicaties die voortvloeien uit gezamenlijk onderzoek van Partijen wordt, indien objectief mogelijk, de Politie, als betrokkene opgenomen voor zover de Politie hiermee schriftelijk instemt.
7. Voor wat betreft intellectuele eigendomsrechten (IE) gelden de volgende uitgangspunten:
  - a. [REDACTED]

b.

#### 9. Vertrouwelijke informatie

1. (Bedrijfs-)informatie en onderzoeksresultaten die ten behoeve van de samenwerking dan wel een specifiek deelproject tussen Partijen zijn uitgewisseld, worden vertrouwelijk behandeld en niet aan derden geopenbaard zonder voorafgaande schriftelijke toestemming van de Partij waarvan de informatie en/of onderzoeksresultaten afkomstig zijn, tenzij zulke informatie:
  - a. reeds algemeen bekend was bij de ontvangende Partij voor bekendmaking door de andere Partij of vervolgens, buiten schuld van de ontvangende Partij, algemeen bekend wordt;
  - b. reeds aantoonbaar bekend was bij de ontvangende Partij voordat de informatie door de ontvangende Partij werd ontvangen;
  - c. door de ontvangende Partij niet op vertrouwelijke basis wordt ontvangen van een derde die geen verplichting tot geheimhouding jegens de bekendmakende Partij heeft;
  - d. aantoonbaar is ontwikkeld door de ontvangende Partij, onafhankelijk van enige openbaarmaking aan die Partij door de bekendmakende Partij.
2. Vertrouwelijke informatie zoals in dit artikel omschreven, is behalve de in lid 1 genoemde informatie, die informatie die door de ene Partij aan de andere Partij ter beschikking wordt gesteld in welke vorm dan ook en waarvan naar zijn aard duidelijk is dat het vertrouwelijke informatie betreft.
3. De Partijen verplichten zich deze geheimhoudingsplicht ook op te leggen aan door hen ten behoeve van een project ingeschakelde derden, zoals uitzendkrachten, gedetacheerden en onderaannemers. Tevens geldt dat elke Partij er voor in staat dat haar personeel zich aan de geheimhoudingsplicht zal houden. Onder 'personeel' wordt in deze samenwerkingsovereenkomst begrepen, de door Partijen bij de uitvoering van deze samenwerkingsovereenkomst in te schakelen personeelsleden of hulppersonen die krachtens deze samenwerkingsovereenkomst onder de verantwoordelijkheid van de betreffende Partij zullen werken.
4. De Partijen bevestigen het recht voor betrouwbaarheids- en

Paraaf Politie

Paraaf UvA:

geschiktheidsonderzoeken (verder aangeduid als screening) uit te voeren naar het personeel van de UvA of medewerkers van door de UvA ingeschakelde derden. De UvA draagt er zorg voor dat zijn personeel en/of de betreffende medewerkers individueel toestemming geven voor dit onderzoek. Een negatieve uitslag van een screening resulteert automatisch in uitsluiting van de medewerker voor de betrokkenheid bij de samenwerking tussen Partijen en het betreffende deelproject. In plaats van een screening is de Politie gerechtigd te verlangen dat het personeel van de UvA of medewerkers van door de UvA ingeschakelde derden op eerste verzoek van de Politie een VOG (Verklaring Omtrent Gedrag) overhandigen aan de Politie. De kosten voor het aanvragen van een VOG zijn voor rekening van de UvA. De UvA garandeert dat indien er geen positieve uitslag is betreffende een screening of - voor zover van toepassing - er geen VOG kan worden overhandigd aan de Politie, het betreffende personeel(s) en/of medewerker(s) op geen enkele wijze voor deze samenwerking z(a)(u)(l)(en) worden ingezet. De UvA sluit dit personeel(s) en/of deze medewerker(s) uit van iedere kennisname van vertrouwelijke informatie zoals bedoeld in lid 2 van dit artikel of politiegegevens.

5. De UvA draagt zorg voor het vrijmaken van tijd die voor een screening benodigd is. Hiervoor worden geen kosten in rekening gebracht bij de Politie.
6. Dit artikel blijft van kracht gedurende een periode van vier jaar na het eindigen van deze samenwerkingsovereenkomst.

#### **10. Gebruik van de naam en het logo van NL-UvA**

1. Partijen zijn gerechtigd de naam en het logo van de Politie en /of de UvA te gebruiken in het kader van de uitvoering van activiteiten overeenkomstig lid 2 van dit artikel, tenzij één van de Partijen zich daar uitdrukkelijk en met redenen omkleed tegen uitsprekt. Met betrekking tot de deelprojecten, die door de Stuurgroep als deelprojecten zijn aangewezen, mogen Partijen de aanduiding Politie-UvA en het logo voeren voor het betreffende deelproject.
2. Om ongewenst gebruik te voorkomen is bij ieder nieuw gebruik van het politie logo nieuwe toetsing door de Politie - afdeling communicatie - vereist.

#### **11. Aansprakelijkheid**

1. Elk der Partijen draagt - met uitsluiting van de andere Partij - verantwoordelijkheid voor haar eigen handelen in het kader van deze overeenkomst. Tot dit handelen wordt ook gerekend het handelen van haar personeel of derden wier handelen op basis van de wet of gewoonte aan deze Partij wordt toegerekend.
2. Ingeval een Partij of een van haar personeelsleden in het kader van deze samenwerkingsovereenkomst schade toebrengt aan derden, zal zij de andere Partijen volledig vrijwaren voor eventuele aanspraken van die derden.
3. Een Partij is jegens de andere Partij nimmer aansprakelijk voor schade ten gevolge van of in verband met door haar verricht onderzoek en/of het gebruik van daaruit voortvloeiende resultaten.

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4. Elk der Partijen draagt zelf zorg voor een adequate aansprakelijkheidsverzekering voor aan derden toegebrachte schade.

## **12. Duur van de samenwerkingsovereenkomst**

1. Deze samenwerkingsovereenkomst wordt voor de duur van 4 jaar aangegaan, ingaande op de startdatum van het eerste deelproject. Voor zover de looptijd van (een van) de eerste 3 deelprojecten de duur van deze overeenkomst overschrijdt, wordt deze samenwerkingsovereenkomst automatisch verlengd, zonder dat dit financiële gevolgen heeft, totdat het laatste van de drie deelprojecten is beëindigd.
2. Een half jaar voor het aflopen van deze samenwerkingsovereenkomst zal de samenwerking door de Stuurgroep worden geëvalueerd met het oog op het al dan niet verlengen van de afspraken. Tussentijds wordt jaarlijks door de Begeleidingsgroep de werking van de samenwerkingsovereenkomst geëvalueerd en is de Begeleidingsgroep gerechtigd aan de Stuurgroep voorstellen tot bijstelling voor te leggen dan wel tot beëindiging van de samenwerking.
3. Na afloop van deze samenwerkingsovereenkomst kunnen Partijen de bestaande afspraken schriftelijk verlengen. Ingeval de samenwerking niet gecontinueerd wordt, zullen nog lopende deelprojecten blijven bestaan onder dezelfde voorwaarden tenzij Partijen overeenkomen deze tussentijds te beëindigen.
4. Elk der Partijen kan de samenwerkingsovereenkomst tussentijds schriftelijk opzeggen met een opzegtermijn van 6 maanden. Nog lopende deelprojecten blijven bestaan onder dezelfde voorwaarden tenzij Partijen overeenkomen ook deze tussentijds te beëindigen.
5. Onverminderd lid 4 van dit artikel geldt het volgende. Indien de Politie op grond van een Europese/nationale (rechterlijke) uitspraak, al dan niet bij wege van een voorlopige voorziening, of bijvoorbeeld als gevolg van een procedure zoals bedoeld in artikel 258 VWEU, deze samenwerkingsovereenkomst niet meer geheel/gedeeltelijk kan nakomen en/of geheel/gedeeltelijk moet opschorten en/of geboden wordt (een) deelproject (Europees) aan te besteden, dan is de Politie gerechtigd deze samenwerkingsovereenkomst dan wel een of meerdere deelprojecten geheel/gedeeltelijk te beëindigen dan wel deze te ontbinden. De UvA heeft in die situatie(s) geen recht op vergoeding van schade en/of kosten (hoe ook genaamd en uit welken hoofde dan ook), met uitzondering van kosten die op schriftelijk verzoek en met schriftelijke toestemming van de Politie zijn gemaakt. De UvA doet dan ook reeds nu bij voorbaat uitdrukkelijk afstand van al haar rechten in dit verband.

## **13. Toepasselijk recht en geschillen**

1. Op deze samenwerkingsovereenkomst is Nederlands recht van toepassing.
2. Alle geschillen in verband met deze samenwerkingsovereenkomst of afspraken die daarmee samenhangen, zullen de Partijen eerst in goed overleg onderling proberen op te lossen. Indien dat niet binnen uiterlijk dertig kalenderdagen tot een bevredigende oplossing leidt, worden geschillen beslecht door een bindend advies, te geven door drie door de Stuurgroep te benoemen adviseurs.
3. Een geschil bestaat, indien een van de Partijen dat stelt door schriftelijke mededeling aan de andere Partij.

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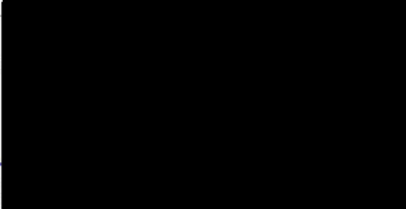
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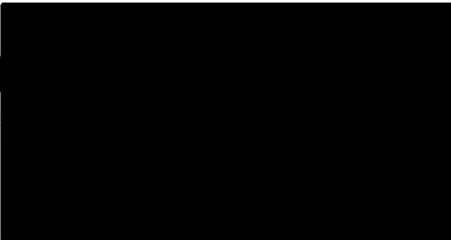
4. Indien blijkt dat geen van de voorgaande wijzen van conflictoplossing tot overeenstemming heeft geleid, kan het geschil alsnog ter beslechting aan de bevoegde rechter te Den Haag worden voorgelegd.

#### 14. Slotbepalingen

1. Aanpassingen op en wijzigingen in deze samenwerkingsovereenkomst zijn alleen rechtsgeldig wanneer zij schriftelijk zijn vastgelegd en door beide Partijen voor akkoord zijn getekend.
2. Het is geen van de Partijen toegestaan zijn rechten en verplichtingen onder deze samenwerkingsovereenkomst over te dragen aan een derde zonder de uitdrukkelijke schriftelijke toestemming van de andere Partij.
3. Op deze samenwerkingsovereenkomst is een selectie van de voorwaarden van de Arvodi van toepassing, voor zover hiervan niet uitdrukkelijk wordt afgeweken in deze samenwerkingsovereenkomst. In geval van tegenstrijdigheid tussen deze samenwerkingsovereenkomst en de bepalingen in de Arvodi, prevaleert de samenwerkingsovereenkomst boven de bepalingen van de Arvodi. De voorwaarden uit de Arvodi die van toepassing zijn, zijn opgenomen in Bijlage 3.
4. In geval van tegenstrijdigheid tussen deze samenwerkingsovereenkomst en de bijlagen, prevaleert de samenwerkingsovereenkomst boven de bepalingen van de bijlagen. De van toepassing zijnde bijlagen betreffende: Bijlage 1 (Overzicht kosten per jaar), Bijlage 2 (Beschrijving van het onderzoeksplan), Bijlage 3 (Toepasselijke bepalingen Arvodi).

Aldus overeengekomen en in tweevoud opgemaakt en getekend te Amsterdam d.d. 15 maart 2017

|          |                                                                                     |                                                                                      |
|----------|-------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| Politie  |  |  |
| Naam:    |                                                                                     |                                                                                      |
| Functie: | plv politiefchef LE                                                                 | Functie: DIRECTEUR<br>INSTITUUT voor INFORMATICA                                     |

Paraa 

## Bijlage 1

### Overzicht kosten per jaar

- er is gerekend met gemiddelde uurlasten van de betrokkenen en met een inflatiecorrectie van 2%
- tarieven kunnen aan verandering onderhevig zijn
- alle bedragen zijn exclusief BTW

|                                                   |                                                                                    |                                                                                         |
|---------------------------------------------------|------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Begeleiding PhD's<br>(168 uur per PhD)            |  | €    |
| Uren ter besteding aan stuurgroep<br>(2 x 42 uur) |  | €    |
| Kosten 'high performance compute infrastructure'  |                                                                                    | €  , |
| Kosten gastaccounts<br>(10 stuks, schatting)      |  | €    |
| <b>Totale kosten</b>                              |                                                                                    | <b>€ 109.004</b>                                                                        |

De Politie levert een maximale jaarlijkse bijdrage van € 100.000,-. De meerkosten worden door de UvA gedragen.

## Gezamenlijk lab Landelijke Politie en Amsterdam Data Science

### Multimodale digitale sporen

Versie 1 juni 2016

De revolutie die sociale media en mobiele telefonie teweeg hebben gebracht in de wereld hebben een enorme impact op de digitale opsporing. Producten zoals Whatsapp, Facebook en mobiele apps genereren enorme hoeveelheden ongestructureerde data bestaande uit tekst, beeld, video, locatie, tijdstippen en meer. Rechercheurs die sporen moeten vinden in deze grote en complexe hoeveelheden data worden geconfronteerd met een bijna ondoenbare taak. Hier identificeren we een aantal van de grootste uitdagingen:

1. Hoe krijgen we snel een overzicht van alle informatie op een digitale gegevensdrager (bijv. telefoon/computer/tablet) en hoe kunnen we dit gebruiken om direct een indruk te hebben met wat voor persoon en type zaak we te maken hebben om zo het optimale plan te kiezen?
2. Hoe leggen we relaties tussen alle ongestructureerde informatiebronnen (bijvoorbeeld van tekst naar tekst, van beeld naar tekst, van video naar tekst) binnen een zaak of tussen verschillende zaken, die mogelijk relevant zijn?
3. Hoe kunnen we automatisch bijzondere en subtiele patronen detecteren die specifiek zijn voor een zaak en daarmee snel leiden tot analyse van de meest interessante data?
4. Hoe kunnen we rechercheurs helpen met het selecteren van de juiste analyse techniek uit het grote palet van technische mogelijkheden en hoe kunnen we de rechercheur faciliteren in het stellen van de juiste vragen gegeven de in beslag genomen data?

#### Onderzoeksplan

Het onderzoek is opgedeeld in drie deelprojecten die zich elk richten op één van de eerste drie uitdagingen. Richting het einde van het project besteden alle projecten aandacht aan de vierde uitdaging waar de verschillende lijnen van onderzoek bij elkaar komen.



*Figuur 1: overzicht van de rol van de verschillende deelprojecten in het gehele pad van data naar geavanceerde gereedschappen voor de politie.*

### Deelproject 1: multimodale samenvattingen ( [redacted] )

[redacted]

### Deelproject 2: multimodale relaties ( [redacted] )

[redacted]

### Deelproject 3: multimodale patronen ( [redacted] )

[redacted]

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Paraaf UvA

data. Er zijn inmiddels legio methodes voor [redacted]

[Redacted text block]

[Redacted text block]

## Werkplan

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Jaar 4:

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

#### Organisatie

[Redacted]

[Redacted]

- [Redacted]
- [Redacted]

[Redacted]

[Redacted]

#### Disseminatie

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

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### **Bijlage 3 Toepasselijke bepalingen uit de ARVODI**

#### *Aangaande de inschakeling derden*

1.1 Bij het uitvoeren van deze samenwerkingsovereenkomst maken Partijen slechts na toestemming van de andere Partij gebruik van de diensten van derden. De betreffende Partij onthoudt deze toestemming niet op onredelijke gronden. Aan de toestemming kan hij voorwaarden verbinden.

1.2 De door de ene Partij verleende toestemming laat onverlet de eigen verantwoordelijkheid en aansprakelijkheid van de andere Partij voor de nakoming van de krachtens deze samenwerkingsovereenkomst op hem rustende verplichtingen en de krachtens de belasting- en socialeverzekeringswetgeving op hem als werkgever rustende verplichtingen.

**ICAI Partnership Agreement  
with regard to TAIM**

This Partnership Agreement (hereinafter referred to as “Agreement”) is made as of the date of the last signature to this Agreement as set out below (“Effective Date”) between:

**RTL Nederland B.V.**, company registered in The Netherlands, under chamber of commerce number 32105893, having its office at Barend en Van Dorpweg 2, 1217 WP Hilversum, hereinafter referred to as “**Company**”, also acting for the benefit of its Affiliates; and

**Maastricht University**, registered in The Netherlands, under chamber of commerce number 50169181, having its office at Minderbroedersberg 4-6, 6211 LK Maastricht, hereinafter referred to as “**University 1**”; and

**Universiteit van Amsterdam**, registered in The Netherlands, under chamber of commerce number 34370207, having its office at Science Park 904, 1098 WX Amsterdam, the Netherlands, hereinafter referred to as “**University 2**”;

hereinafter University 1 and University 2 together also referred to as the “University/Knowledge Institutes”,

hereinafter the University/Knowledge Institutes together with Company referred to as the “**Parties**” and separately as “**Party**”.

**WHEREAS**

1. University/Knowledge Institutes are a partner in an NWO and NCAI funded long term program for strategy driven consortia with impact (the “LTP”) entitled “**Trustworthy AI-based Systems for Sustainable Growth**” or “**ROBUST**” for short. Part of this LTP is starting several Labs with industrial parties to conduct research through these industry labs with the business sector, government and other University/Knowledge Institutes in the field of Artificial Intelligence under the name of **Innovation Centre for Artificial Intelligence (ICAI)**;
2. Company wishes to collaborate with University to set up an industry lab under the ICAI program as a part of the ROBUST program in order to collaborate on Projects in the field of “Trustworthy

Artificial Intelligence for Media” through performance of research projects involving University’s PhD students, overseen by University professors, which Projects shall be co-funded under the terms and conditions as laid down in this Agreement by Company;

3. Parties wish to lay down in this Agreement the terms and conditions that will govern their collaboration and each such Project.

**NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:**

**Article 1 - DEFINITIONS**

The following definitions shall apply:

An **Affiliate** means, in relation to either Party, any legal entity which is directly or indirectly (i) owned or controlled by that Party; (ii) owning or controlling that Party; or (iii) owned or controlled by the legal entity owning or controlling that Party, but any such legal entity shall only be considered an Affiliate for as long as such ownership or control exists. For the purpose of this definition, an entity is controlled if more than 50% (fifty per cent) of its voting stock is owned by the controlling entity or if such controlling entity has the ability to direct the business activities of the entity or to appoint the majority of the directors of the entity concerned. **Appendix E** contains a limitative list of such legal entities regarding the Parties at the time of signing this Agreement. If this list changes, the Parties shall inform each other thereof and add an updated list.

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

**Background** means any ownership of or licensed rights to all information, IPR or Software, improvements or inventions regardless whether or not patentable, developed or obtained by a Party prior to the commencement of a Project, or that a Party generates or acquires hereafter but independently from this Agreement and which is necessary or useful for the performance of the Project.

**Confidential Information** shall mean information as defined in Clause 6.1.1 of the Agreement.

**Copyleft License** means a license that requires, as a condition of use, modification and/or distribution of software or materials, that such software or materials, or other software or materials incorporated into, derived from, used, or distributed with such software or materials: (i) in the case

of software, be made available or distributed in a form other than binary (e.g., source code form), (ii) be licensed for the purpose of preparing derivative works, (iii) be licensed under terms that require the licensor to allow the other materials or interfaces therefor to be reverse engineered, reverse assembled, or disassembled, or (iv) be redistributable at no license fee.

**Data Controller** means, as also defined under the GDPR, the legal entity or natural person which alone or jointly with others determines the purposes and means of processing of Personal Data.

**Data Processor** means as also defined under the GDPR, the legal entity that processes Personal Data on behalf of and under the instructions of the Data Controller.

**Effective Date** means the date of the last signature to this Agreement.

**Field of Use** means “Trustworthy Artificial Intelligence for Media”.

**Foreground** means Project Information, IPR, and Software as is generated by University and/or Company from work carried out in a Project.

**Intellectual Property Rights or IPR** means patent, utility models, model rights (including semiconductor topography rights), copyright, any and any other form of protection afforded by law to inventions, software, designs, models or technical Information, and applications therefore, but excluding copyrights to publications by the Parties.

**IDF** means an invention disclosure form used by University to provide information to Company about a new invention that potentially is patentable, as provided in **Appendix D**.

**IPR Review Meeting** means a review session involving, as a minimum, active contributors to any Foreground created prior to such meeting, the Lab Managers, a representative of Company’s IPR team and program management team and a representative of University/Knowledge Institutes IPR team, intended to review work to date to identify protectable intellectual property in the Foreground

**Lab** shall have the meaning as described in article 3.1.

**Lab Manager** shall have the meaning as described to it in article 3.1.c.

**Master Student** means a master student enrolled in a master program of the University and subject to the confidentiality obligations and obligation to assign any Foreground to the University.

**Party** means a party to this Agreement.

**Permissive OSS Licenses** is a non-Copyleft License that permits a licensee to freely amend, adapt open source software and combine open source software with proprietary code without placing restrictions on such amendments, adaptations or combinations (usually called “derivative works”) and how these derivative works can be licensed, which without limitation include (a) Apache licenses; (b) MIT licenses; (c) BSD licenses.

**Personal Data** means any personal information as defined under the GDPR, i.e. any information relating to an identified or identifiable natural person (‘data subject’).

**Project Information** shall mean all unpatented technical information (including without limitation), drawings, specifications, photographs, samples, models, processes, operating procedures, instructions, training manuals, reports, articles, correspondence, and all other technical or commercial information, data and documents of any kind whatsoever in relation to the Project.

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

**Project** means each collaboration project in the field of “Trustworthy Artificial Intelligence for Media” to be conducted under this Agreement in accordance with the executed Project Plan.

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

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

**Term** means the term of the Agreement as defined in Article 11.1. of this Agreement.

**Exploitation** means the direct or indirect use of Foreground in commercial activities, including for developing, creating and marketing a product or process, or for creating and providing a service.

**Fair, Reasonable and Non-Discriminatory (FRAND)** means appropriate conditions including possible “market conform” financial terms taking into account the European rules and regulations concerning (illicit) state-aid, specific circumstances of the request for access, for example the actual or potential value of IPR to which access is requested and/or the scope, duration or other characteristics of the use envisaged without discerning to the nature, the nationality or any other characteristic of the Party requesting access.

For the avoidance of doubt, unless the context otherwise requires, definitions in the singular shall include the plural and, in the plural, shall include the singular.

## **Article 2 – PURPOSE AND SCOPE OF THE CO-OPERATION**

- 2.1 The Parties undertake to co-operate under the conditions of this Agreement in order to achieve the goals of the Project(s). The University/Knowledge Institutes 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, as attached in **Appendix C**.
- 2.2 The Parties shall detail each Project that they will undertake under this Agreement in a Project Plan attached hereto as **Appendix A** which will be an integral part of this Agreement and governed by the terms and conditions of this Agreement. In the event of a conflict between the terms of this Agreement and an executed Project Plan this Agreement shall prevail.
- 2.3 The Parties agree and undertake to perform those parts of the Project and to contribute such resources as are allocated to each of them in the executed Project Plan.
- 2.4 The University/Knowledge Institutes hereby undertake that no clinical research (involving treatment of patients) or trials shall take place under this Agreement.
- 2.5 Although the Parties will use reasonable endeavours to carry out the Project in accordance with its Project Plan, they do not undertake that any research will lead to any particular result, nor do they guarantee a successful outcome to the Project.

### Article 3 – GOVERNANCE

3.1 This co-operation will be organised as the “**Trustworthy Artificial Intelligence for Media lab**”, or “**TAIM Lab**” for short, located at the premises of the University with the following governance structure:

- a. The Governing Board: Parties will establish a governing board comprised initially of three (3) members (the “Governing Board”). One member shall be chosen by Company, the other members by the University/Knowledge Institutes. The Governing Board members will be the primary contact for each Party. The Governing Board shall meet every 12 months. All decisions of the Governing Board must be unanimous to have any effect.

The Governing Board shall be responsible for amongst others:

- Approving the Project Plan and the annual update of the same;
- Approving annual budgets;
- Reviewing the yearly financial report;
- Discuss, evaluate and decide on potential extensions of the TAIM Lab beyond the initial funding described in **Appendix B** and the initial 5 PhD students.
- Recommending the addition of any third party as a party to this Agreement;
- Making a proposal for the appointment or discharge of the Director(s) of the TAIM Lab.

- b. University/Knowledge Institutes will each appoint a Director for the TAIM Lab: these Directors shall be jointly responsible for:

- Proposing the annual update of the Project Plan to the Governing Board;
- Managing, appointing and discharging the Lab Manager;
- Hiring PhD’s and postdoc researchers for the TAIM Lab;
- Preparing and presenting the quarterly reports to the Governing Board;
- Proposing the annual budgets and yearly financial report to the Governing Board;
- Coordinating the publication of any research papers, inter alia ensuring the appropriate prior consultation with Company in accordance with article 8 of this Agreement.
- Proposing and co-ordinating an IPR Review Meeting (unless declined by Company) at least every six months – presenting an overview and review of all work undertaken under the Project Plan and ensuring availability of all relevant contributors to any Foreground under discussion. Meetings may be declined where Company, in discussion with the Lab Managers, determine that no pertinent development has arisen since the last meeting;
- Preparing the Governing Board meetings.

- c. Lab Manager(s): the Lab Manager shall be responsible for daily activities in close cooperation with the Director(s):
- Guiding PhD-students in cooperation with the Director(s);
  - Updating, running and preparing new annual plans and budget of the Lab;
  - Keeping track of and records of expenses made from the Lab budget;
  - Preparing quarterly scientific reports;
  - Preparing the yearly financial report;
  - Daily communication with the representatives of Company and University;
  - Setting up and keeping records and registers, like for IDF's and Master Students involved in the Lab, documentation of accurate Project Information; and
  - Preparing the Directors meetings.

#### **Article 4 – EXECUTION OF THE CO-OPERATION AND FINANCING**

- 4.1 After consultation with Company, University/Knowledge Institutes shall appoint PhD Students who shall be scientifically qualified to perform the work under a Project. University/Knowledge Institutes will arrange for the supervision of the PhD Students. In the event a Project also partially takes place at Company's premises, Company shall supervise the PhD Students at Company's premises, which PhD Students are required to follow the rules and regulations that are applicable to visitors of the relevant Company sites.
- 4.2 University/Knowledge Institutes shall be responsible to secure ownership of all Foreground created by any appointed PhD Students so as to vest in the University/Knowledge Institutes and/or Company in accordance with this Agreement.
- 4.3 University/Knowledge Institutes undertake to use reasonable endeavours:
- (a) to perform the tasks and work packages assigned to it in the Project Plan and to make available required rights and information to Company under the terms and conditions of Article 7;
  - (b) to participate actively with Company in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it;
  - (c) to ensure that the PhD Student(s) is/are able to effectively execute the Project;

- (d) to, the extent possible (and the University/Knowledge Institutes are aware), only incorporate or link to open source software in the Foreground to the extent that Permissive OSS licenses are being applied by University/Knowledge Institutes and inform Company promptly if it is aware of Foreground or Background Software being incorporated or linked to with any Copyleft Licenses and provide all cooperation reasonably requested by Company to allow Company to verify such Foreground Software in a contained and secure environment prior to transfer of the Foreground Software in conjunction with Article 7.6. Where Company demonstrates that use of any Software subject or linked to a Copyleft Licenses would preclude the commercial exploitation of the Foreground the Parties shall review and discuss in good faith the removal and selection of alternative Software which removes such concern.

4.4 Company undertakes to use reasonable endeavours:

- (a) to perform the tasks and work packages assigned to it in the Project Plan and to make available required rights and information on time to Universities under the terms and conditions of Article 7;
- (b) to participate actively with the Universities in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it.

4.5 The Parties agree that the budget laid down in **Appendix B** shall apply to the activities under this Agreement. In return for the performance of the Projects under this Agreement, Company shall pay University, during the term of this Agreement the total overall amount of EUR 800.000 (eight hundred thousand euros) (excluding VAT) in separate instalments and according to the payment terms as set out in **Appendix B**.

4.6 If a University that spends more than the budget as laid down in Appendix B, it will be funded only in respect of duly justified eligible costs up to an amount not exceeding that budget and shall be solely eligible for the budget overrun. If a University spends less than the budget as laid down in Appendix B, it will be funded in accordance with its actual duly justified eligible costs only.

## 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 Parties and only be on terms, which enable that Party/ies 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/ies, grant to the

Subcontractor any rights, including but not limited to any Background or Foreground of the other Party/Parties, other than in order to carry out the sub-contracted part of that Party's work on the Project, unless otherwise agreed in writing. For the avoidance of doubt, no license of any IPR, Software, Information of the other Party shall be granted to a Subcontractor without the prior written consent of such a Party.

- 5.2 Each Party shall remain liable for the acts of its Subcontractors in relation to this Agreement. The subcontracting Party shall deal exclusively with the Subcontractor and the subcontracting Party is responsible for the performance of any part of its work on the Project to the other Party/ies at all times.
- 5.3 Each Party shall ensure that all Foreground generated by a Subcontractor through the engagement of a Subcontractor by a Party to carry out any part of that Party's work on the Project shall be vested in or assigned to the Party who engages the Subcontractor, subject to the further provisions of Article 7.
- 5.4 Each Party shall ensure that all Background of a Subcontractor, freely contributed and introduced by that 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 subject to the licensing terms for Background as set out in 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/ies or its Affiliates (the "Receiving Party") in connection with the Project after the Effective Date, and which:
  - (a) is information constituting or concerning research, development, processes and methodologies; know-how, data product architecture, designs and specification; algorithms, IPR, 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; any other technical, organisational, commercial or financial information and
  - (b) when disclosed in tangible form, was marked as "Confidential" at the time of such disclosure or which by its nature ought to be regarded as confidential; or

- (c) when disclosed in intangible form, was identified as confidential at the time of such disclosure and summarized 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,
- (b) for the purpose of performing obligations pursuant to this Agreement; and
- (c) where permitted under this Agreement and strictly as necessary, to exploit any Foreground.

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 Confidential Information, the period of confidentiality shall be until five (5) years after termination of the Project. In exception to the foregoing any Confidential Information which contains or relates to strictly confidential business information regarding the Company, will be kept secret and confidential by the Receiving Party for an indefinite period of time. In this regard strictly confidential business information shall mean all not research related information regarding (the business of) the Company which is highly sensitive and/or which if disclosed could negatively affect the Company or may have a significant financial or legal impact to the business of the Company (such as but not limited to business strategy, negotiations and results thereof, business meetings with celebrities or related to the development of new programs, trade secrets, pricing, personal data, financial records etc.) that is marked as strictly confidential at the time of such disclosure, or when disclosed orally has been confirmed and designated as strictly confidential in writing within five (5) working days after disclosure at latest. Company shall make limited use of the strictly confidential label and only use such label if absolutely necessary.

6.3 No information disclosed by any Disclosing Party shall be deemed to be (or to remain) (strictly) 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;
- (d) was developed by the Receiving Party or any of its Affiliates independently from the other Parties' Confidential Information; or
- (e) was published by the Receiving Party under the publication procedure in Article 8 with prior approval by Disclosing Party.

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 Subcontractor or authorized 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), the Receiving Party will, if legally possible: (i) ensure that appropriate written arrangements are in place prior to any such disclosure, to protect the Confidential Information to a similar degree as provided in Article 6.1; and (ii) use reasonable endeavours to ensure compliance with such arrangements.

6.6 All Confidential Information disclosed or transferred by a Disclosing Party shall remain the property of this Disclosing Party. No license or conveyance of any rights whatsoever under any discoveries, inventions, patent or similar is granted or implied by the disclosure of Confidential Information.

6.6 The Parties agree that, on the first request of the Disclosing Party, the Receiving Party shall destroy or return to the Disclosing Party all Confidential Information received in written or other tangible form, including copies thereof. The Receiving Party may retain for legal archiving and reference

purposes only, one copy of the Confidential Information, so that there is a record of the Confidential Information made available to the Receiving Party.

#### **Article 7 – BACKGROUND, OWNERSHIP OF FOREGROUND AND INTELLECTUAL PROPERTY RIGHTS**

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## Article 8 - PUBLICATIONS

8.1 It is understood between Parties that Foreground shall be published in accordance with article 4.4.1 of the NWO grant rules 2017. Parties will publish about the Foreground in accordance with the standards applicable to authorship of scientific publications and in accordance with Article 8.2

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/Parties. The other Party/Parties, 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. In the absence of any objection within the above-mentioned period, the Parties implicitly agree with publication of the proposed publication.

If an objection is based on the fact that the proposed publication contains Confidential Information of the objecting Party, said Confidential Information will be removed from the publication, for the avoidance of doubt Foreground notified to Company under Article 7.6 shall not be considered Confidential Information for this purpose. If an objection is based on the fact that the proposed publication contains or refers to Foreground IPR for which protection can be applied for, the intended publication can be delayed for up to a subsequent period of two (2) months to allow an application for IPR applications to be filed. As from the expiration of this term, the University/Knowledge Institutes will be entitled to publish the proposed publication. The intent of this article 8 is to facilitate expeditious removal of Confidential Information that is not essential to the basic validity of the publication.

8.3 Where Company declines to have assigned or take an exclusive license to any copyright in any Software contained in the Foreground as set out in Article 7.6, it is agreed the preferred copyright method for publication of Software generated as Foreground under this Agreement is the MIT license (<https://opensource.org/licenses/MIT>), the BSD license (<https://opensource.org/licenses/BSD-3-Clause>) or the Apache license (<https://www.apache.org/licenses/LICENSE-2.0>).

- 8.4 Subject to this Article 8, the Parties undertake to cooperate to allow the timely submission, examination, publication and defence of any dissertation or thesis for a degree that includes their Foreground or Background.

#### **Article 9 – WARRANTY AND LIABILITY**

- 9.1 University/Knowledge Institutes shall use reasonable efforts to perform their duties under this Agreement observing recognized scientific and academic standards, according to the normal custom and practice of a reasonable research institution and in accordance with applicable law and regulation.
- 9.2 The Parties acknowledge that works performed, and Foreground 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 Foreground will be usable for any specific purpose, including but not limited to commercial purposes. All Background and Foreground, including data are made available “as is” and Parties understand and agree that such Background and Foreground, including data, are experimental in nature and are made available without any representation or warranty, express or implied, including any implied warranty of merchantability, satisfactory quality or fitness for any particular purpose or any warranty that the use of the data, Background and/or Foreground will not infringe or violate any patent or other proprietary rights of any third party.
- 9.3 Parties will indemnify the other Party and every employee of the other Party (the Indemnified Parties) and keep them fully and effectively indemnified from any liability, loss or damage they may suffer as a result of third party claims against the Indemnified Parties arising out of the activities of the indemnifying Party to be carried out pursuant to the obligations of this Agreement, including but not limited to third party claims made against any of the Indemnified Parties as a result of the indemnifying Party's use of any of the Background, Foreground, materials, works or information received from them pursuant to the terms of this Agreement. The indemnity in this clause will not apply to the extent that the claim arises as a result of the Indemnified Party's gross negligence or wilful misconduct.
- 9.4 No Party shall be liable in respect of any claim, including but not limited to infringement of any patent or other right of any third party resulting from the other Party (or any of its Affiliates) exercising any of the access and use rights granted under this Agreement.
- 9.5 No Party shall be liable to the other Party/Parties for any loss of profit, indirect or consequential loss or damage which may be suffered by the other Party in connection with this Agreement.

For the avoidance of doubt, Clause 9.4 and 9.5 are also applicable to clause 9.3 (Indemnification).

- 9.6 Except under the indemnity provided in Article 9.3, and subject to Article 9.4 and 9.5, the total liability of each Party shall be limited to the total amount of the Project. This limitation will not apply to the extent that the claim arises as a result of the Indemnified Party's gross negligence or wilful misconduct.

## **Article 10 – DATA PROTECTION**

- 10.1 Where a Project will include the provision of Personal Data to Company or if during the course of the Project Company will have access to Personal Data, whether in the capacity of a Data Controller or a Data Processor, University/Knowledge Institutes shall, in relation to that Project, apply appropriate privacy safeguarding measures limiting the disclosure of Personal Data and always preferring disclosure of less directly identifying data (e.g. pseudonymised, coded data) or no Personal Data at all, as further specified in the Project, and comply with the University/Knowledge Institutes' obligations under all applicable privacy and medical secrecy laws and regulations, including University/Knowledge Institutes' policy(ies) regarding the use and disclosure of such data (hereinafter "Applicable Data Protection Regulations").
- 10.2 As part of a Project data sets may be provided by University/Knowledge Institutes to Company. This data may contain Personal Data and therefore for each transfer of Personal Data under this Agreement, necessary for a specific Project, the Parties agree to enter into a Data Collection Agreement (DCA) to govern the provision of this Personal Data to Company.

## **Article 11 – START - DURATION – TERMINATION**

- 11.1 This Agreement shall enter into force at the Effective Date. This Agreement shall expire after a period of five (5) years from the Effective Date or upon completion of the last Project whichever is later ("the Term"), unless earlier terminated in accordance with the provisions of this Agreement. In case of termination upon completion of the last Project, the Parties shall consult each other in a timely manner and the Company will be informed about the (term of the) extension of the Project, without the obligation to provide additional budget.
- 11.2 Each Party may (without prejudice to its other rights and remedies under this Agreement and in law) terminate this Agreement (in whole or in part) by giving a written notice to the other Party/Parties if the other Party/Parties default/s 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 in case the ROBUST LTP is not granted in a final decision by NWO any such termination shall take effect either immediately or on such other date as may be specified in the written notice. The licenses granted to the defaulting Party for the use of Background and/or Foreground in a Project, by the aggrieved Party under this Agreement shall cease immediately upon the effective date of the termination, but the licenses so granted by the defaulting Party to the aggrieved Party (including its Affiliates) shall remain in full force and effect, unless agreed otherwise in writing.

- 11.3 Each Party is entitled to prematurely terminate this Agreement upon written notice to the other Party in the event of the other Party becoming bankrupt or insolvent or ceasing to conduct business in the normal course.
- 11.4 At the end of the first year of each Project, an evaluation of each PhD Student will take place jointly between the regarding Parties. This evaluation is to verify if it is feasible that the PhD Student finishes the Project and has the appropriate scientific qualifications/capabilities. In case the regarding University/Knowledge Institute has decided, after having consulted Company that one or more PhD Student(s) is/are not scientifically qualified and no suitable replacement is found within three (3) months after it was decided that one or more PhD Student(s) is/are not suitable, then either Party shall be entitled to partially terminate this Agreement with respect to the affected Project only 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, any residual of the funding provided by Company for such a Project shall be refunded by University/Knowledge institute to Company on a pro rata basis.
- 11.5 The provisions of Article 6, 7, 8, 9, 10, 12, 13 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, not to be unreasonably withheld. RTL is allowed to assign right and obligations from this Agreement to its Affiliates as mentioned in appendix E.

## **Article 13 – SETTLEMENT OF DISPUTES**

## ICAI Partnership Agreement TAIM

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

**Article 14 – APPLICABLE LAW**

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

**Article 16 – NOTICES**

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

**Maastricht University Contact Person:**

Address: PO Box 616, 6200 MD

Place: Maastricht

Country: the Netherlands

Telephone: +31 6

E-mail :

@maastrichtuniversity.nl

**Universiteit van Amsterdam Contact Person:**

Address: Science park 904

Place: Amsterdam

Country: The Netherlands

ICAI Partnership Agreement TAIM

|            |                   |
|------------|-------------------|
| Telephone: | 020525 [REDACTED] |
| E-mail :   | [REDACTED]@uva.nl |

|                         |                         |
|-------------------------|-------------------------|
| Company Contact Person: | [REDACTED]              |
| Address:                | Barend en Van Dorpweg 2 |
| Place:                  | Hilversum               |
| Country:                | The Netherlands         |
| Telephone:              | +31 [REDACTED]          |
| E-mail :                | [REDACTED]@rtl.nl       |

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

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

*-signature pages follow-*

ICAI Partnership Agreement TAIM

RTL Nederland B.V.



  
Signature:.....  
Nam   
Title   
Date: ... May 31st, 2022 .....

  
Signature:.....  
Nam   
Title   
Date:... May 31st, 2022 .....

**Maastricht University**

Si 

Name: Prof. Dr. R. Letschert

Title: President

Date: 31 May 2022 .....

**Universiteit**

Signature:...



Name: Prof dr. P.H. van Tienderen

Title: Dean of the faculty of Science

Date:...2022-05-31.....

**Appendix A - Project Plan**





## Information requested from you

### 1. General information and contribution

- Contribution Joint Funders (committed) both industry and other involved institutes

| Institution/organisation   | Type     | Committed cash contribution (k€) | Committed in-kind contribution (k€) | Contact person |
|----------------------------|----------|----------------------------------|-------------------------------------|----------------|
| RTL Nederland B.V.         | Industry | 800                              | 200                                 | [REDACTED]     |
| Universiteit Maastricht    | Academic | 0                                | 110                                 | [REDACTED]     |
| Universiteit van Amsterdam | Academic | 0                                | 80                                  | [REDACTED]     |

Contribution Joint Funders (intended second 5 years) – NWO requires an intention for the second 5 year (non-binding)

| Institution/organisation   | Type     | Committed cash contribution (k€) | Committed in-kind contribution (k€) | Contact person |
|----------------------------|----------|----------------------------------|-------------------------------------|----------------|
| RTL Nederland B.V.         | Industry | 800                              | 200                                 | [REDACTED]     |
| Universiteit Maastricht    | Academic | 0                                | 110                                 | [REDACTED]     |
| Universiteit van Amsterdam | Academic | 0                                | 80                                  | [REDACTED]     |

## 2. Overall lab results

- Indicate and describe which of the SDGs you will be working on (**max of 2 SDGs**)  
<https://www.un.org/development/desa/disabilities/envision2030.html>

Goal 10: Reduce inequality within and among countries

Goal 16: Peace, Justice and Strong Institutions

- For each of the max 2 SDGs that you select, please also select the specific targets each of the SDG which belong to the main SDG:  
<https://www.un.org/development/desa/disabilities/envision2030.html>

SDG 1

Target 1: Target 10.2: By 2030, empower and promote the social, economic and political inclusion of all, irrespective of age, sex, disability, race, ethnicity, origin, religion or economic or other status

Target 2 (optional):

SDG2

Target 1: Target 16.7: Ensure responsive, inclusive, participatory and representative decision-making at all levels

Target 2 (optional): Target 16.10: Ensure public access to information and protect fundamental freedoms, in accordance with national legislation and international agreements

Targeted outcomes of your lab concern contributions to trustworthiness (pilots, mvp, tests etc.)

*Please describe which type of pilots, MVP, tests etc. are envisaged as tangible evidence of the outcomes (contributions to trustworthiness) of your Lab. Try to be specific (who, what, when, where).*

See [Impact, outcomes, outputs, research lines](#) for terminology.







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### 3. Lab description

Please limit this to two pages at most.

|                        |                                                                                |
|------------------------|--------------------------------------------------------------------------------|
| Lab title              | TAIM: Trustworthy AI for Media Lab                                             |
| Scientific Director 1: | <div style="background-color: #cccccc; height: 15px; width: 100px;"></div>     |
| Scientific Director 2: | <div style="background-color: #cccccc; height: 15px; width: 120px;"></div>     |
| Lab contact            | <div style="background-color: #cccccc; height: 15px; width: 80px;"></div> (UM) |
| Start date             | September 2022                                                                 |
| End date               | September 2026                                                                 |





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#### 4. PhD student plans

Please write a **one (1) pager** for each PhD student in your Lab. (Please copy the table below.)

|                     |                                                                           |
|---------------------|---------------------------------------------------------------------------|
| Title               | WP1: Automated Subtitling for TV (PhD1)                                   |
| PhD promotor(s)     | <div style="background-color: #cccccc; height: 20px; width: 100%;"></div> |
| Involved partner(s) | UvA                                                                       |

[illegible]





|                      |                                                  |
|----------------------|--------------------------------------------------|
| Title                | WP2: Full-page Personalization for RTL.nl (PhD2) |
| PhD promotor(s)      | [REDACTED]                                       |
| Involved partner(s)  | UvA                                              |
| Start date           | September 1, 2022                                |
| End date             | August 31, 2026                                  |
| Scientific challenge |                                                  |
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|---------------------|-------------------------------------------------------|
| Title               | WP3: Synthetic Media: Automatic Promo Material (PhD3) |
| PhD promotor(s)     | [Redacted]                                            |
| Involved partner(s) | UM                                                    |
| Start date          | 1 September, 2022                                     |
| End date            | August 31, 2026                                       |

Scientific challenge

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[REDACTED]

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|----------------------|-------------------------------|
| Title                | WP4: Perfect Ad Position PhD4 |
| PhD promotor(s)      | [REDACTED]                    |
| Involved partner(s)  | UM                            |
| Start date           | September 1, 2022             |
| End date             | August 31, 2026               |
| Scientific challenge | [REDACTED]                    |

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| Title               | WP5: Diversity & Bias in AI and Content (PhD5)                             |
| PhD promotor(s)     | <div style="background-color: #cccccc; width: 150px; height: 15px;"></div> |
| Involved partner(s) | Maastricht University                                                      |
| Start date          | 1 Sept 2022                                                                |
| End date            | 31 Aug 2026                                                                |

## Scientific challenge

[illegible]

Supervisors of SSH work package [redacted] and [redacted]  
Institute: Maastricht University

[illegible]

## 6. Contribution 200K NLAIC

[illegible]

**Please complete return this form to [info@icai.ai](mailto:info@icai.ai) by 19 November, 2021.**

## ICAI Partnership Agreement TAIM

## Appendix B – Budget

## NWO Budget

| Lab18                                       |     | TAIM Lab |            |                            |        |
|---------------------------------------------|-----|----------|------------|----------------------------|--------|
| Category                                    | fte | months   |            |                            |        |
| VSNU - PhD/PDEng/MD PhD                     | 1.0 | 48       | University | Universiteit Maastricht    |        |
| VSNU - PhD/PDEng/MD PhD                     | 1.0 | 48       | University | Universiteit van Amsterdam |        |
| VSNU - PhD/PDEng/MD PhD                     | 1.0 | 36       | University | Universiteit Maastricht    |        |
| Bench fee                                   | 2.0 |          | University | Universiteit Maastricht    | 10,000 |
| Bench fee                                   | 1.0 |          | University | Universiteit van Amsterdam | 5,000  |
| Consumables, travel, open access publishing |     |          | University | Universiteit Maastricht    | 32,217 |
|                                             |     |          |            |                            |        |
| total                                       |     |          |            |                            |        |

## Non-NWO Budget

| PhD sTU Delftents                           |      |    |            |                            |           |
|---------------------------------------------|------|----|------------|----------------------------|-----------|
| VSNU - PhD/PDEng/MD PhD                     | 1.0  | 48 | University | Universiteit van Amsterdam |           |
| VSNU - PhD/PDEng/MD PhD                     | 1.0  | 48 | University | Universiteit Maastricht    |           |
| VSNU - PhD/PDEng/MD PhD                     | 1.0  | 12 | University | Universiteit Maastricht    |           |
| Bench fee                                   | 1.0  |    | University | Universiteit van Amsterdam | 5,000     |
| Bench fee                                   | 1.0  |    | University | Universiteit Maastricht    | 5,000     |
|                                             |      |    |            |                            |           |
| Subtotal PhD STU Delftents                  |      |    |            |                            |           |
| Personnel, Lab management                   |      |    |            |                            |           |
| Lab manager                                 | 0.4  | 60 | University | Universiteit Maastricht    |           |
| Lab/Scientific Director                     | 0.1  | 60 | University | Universiteit Maastricht    |           |
| Lab/Scientific Director                     | 0.05 | 60 | University | Universiteit van Amsterdam |           |
| Assitant Professor Lab18                    | 0.1  | 60 | University | Universiteit van Amsterdam |           |
|                                             |      |    |            |                            |           |
| Subtotal Personnel lab management           |      |    |            |                            |           |
| Material costs                              |      |    |            |                            |           |
| Consumables, travel, open access publishing |      |    | University | Universiteit Maastricht    | 575       |
| Consumables, travel, open access publishing |      |    | University | Universiteit van Amsterdam | 21,862    |
|                                             |      |    |            |                            |           |
| Subtotal Material Costs                     |      |    |            |                            | 22,437    |
| Knowledge transfer                          |      |    |            |                            |           |
| Scientific Programmer                       | 1.0  | 24 | University | Universiteit Maastricht    |           |
|                                             |      |    |            |                            |           |
| Subtotal Knowledge transfer                 |      |    |            |                            |           |
| Total Non NWO                               |      |    |            |                            | 1,094,998 |

## ICAI Partnership Agreement TAIM

| Private in-kind                   | hours | rate  | Type    | organisation     | amount    |
|-----------------------------------|-------|-------|---------|------------------|-----------|
| Manager Data Science: 1050 hou    | 1050  | 89.93 | Private | RTL Nederland BV |           |
| Senior Data Scientist: 875 hours. | 875   | 71.15 | Private | RTL Nederland BV |           |
| Medior Data Scientist: 700 hours  | 700   | 62.74 | Private | RTL Nederland BV |           |
|                                   |       |       |         |                  |           |
| Total                             |       |       |         |                  |           |
| Indexation for salaries           |       |       |         |                  | 150,000   |
| grand total                       |       |       |         |                  | 2,180,895 |

**Payment schedule for Company funding**

Five yearly equal instalments of the amount of EUR 160.000 (one hundred sixty thousand euros) (excluding VAT) at a date to be arranged mutually to a total overall amount of EUR 800.000 (eight hundred thousand euros) (excluding VAT).

- **Appendix C - Netherlands Code of Conduct for Research Integrity**

(<http://www.University.nl/en/research/research-at-the-University/academic-integrity/academic-integrity.html>)

## Appendix D - 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**

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**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 Company 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-Company entity?**

University (... .. 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**

**Appendix E: limitative list of Affiliates**

Ad Alliance B.V.

RTL Nieuws B.V.

Videoland B.V.

RTL Nederland Ventures B.V.

Format Creation Group B.V.

RTL AdConnect B.V.

**AMENDED AND RESTATED COLLABORATION AGREEMENT  
UNI-230908**

This Amended and Restated Collaboration Agreement (this "Agreement") is entered into as of January 1, 2019 (the "Effective Date") by and between **Qualcomm Technologies Inc.**, a Delaware corporation, with offices at 5775 Morehouse Drive, San Diego, California 92121-1714, in concert with its Qualcomm Technologies Netherlands B.V. affiliate, (the "Sponsor") and the **Universiteit van Amsterdam**, with business offices located at Spui 21, 1012 WX Amsterdam, the Netherlands (the "University"). The Sponsor and the University are each sometimes referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS** the Parties have entered into that Collaboration Agreement dated as of May 1, 2015, as amended on May 11, 2016, (collectively the "Original Agreement").

**WHEREAS** the Parties now desire to amend and restate the Original Agreement to amend the Intellectual Property ownership provisions.

**WHEREAS** Sponsor would like to fund certain research to be done at the University by the University's PhDs and Professors.

**WHEREAS** the 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 receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **DEFINITIONS:** In addition to other terms defined elsewhere in this Agreement, the following terms, when the first letter is capitalized, shall have the meanings set forth in this Section 1. These terms shall apply both to their singular or plural forms, as the context may require. As used herein, "hereunder," "herein" and similar expressions refer to this Agreement; and "including" means "including without limitation."

- a. "Affiliate" means any person or entity which directly or indirectly Controls, is Controlled by, or is under common Control with such entity. The term "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of more than fifty percent (50%) of voting securities, by contract or otherwise. An entity is an Affiliate only for so long as such Control exists.
- b. "Intellectual Property Rights" means patents (including patent applications, reissues, divisions, continuations and extensions thereof, all sometimes individually and/or collectively referred to herein as "Patents"), utility models, copyrights, trade secrets (as defined in the Uniform Trade Secrets Act), mask work rights, and any other form of intellectual property right protection afforded by law, under the laws of the United States or the laws of any other applicable jurisdiction or applicable bi-lateral or multi-lateral international treaty regime.
- c. "Project" means a particular research project that is described in the Program Description.
- d. "Program Description" means the description of the potential Projects that can be researched and funded under this Agreement. All current Projects are attached hereto as Exhibit A. The Program Description will be updated annually.
- e. "Sponsor Developed IP" shall mean all items that are developed by the University resulting from Sponsor Projects. This includes any inventions, developments, discoveries, data, methodologies, materials, reports, software, copyrightable material, or patentable inventions that have been prepared, created, or recorded in connection with the execution of a Sponsor Project.
- f. "Sponsor Project" shall mean a Project designated and funded as a Sponsor Project pursuant to this Agreement.

- g. “Sponsor Contributions” means any hardware, firmware, software, designs, drawings, specifications, documentation or other items, which may or may not contain Sponsor Confidential Information, delivered by the Sponsor (or a third party authorized by the Sponsor) to the University in order for the University to execute a Project under this Agreement.
- h. “University Developed IP” shall mean all items that are developed by the University resulting from University Projects. This includes any inventions, developments, discoveries, data, methodologies, materials, reports, software, copyrightable material, or patentable inventions that have been prepared, created, or recorded in connection with the execution of a University Project.
- i. “University Project” shall mean a Project designated and funded as a University Project pursuant to this Agreement.

2. **PROJECTS.**

- a. Work. Pursuant to the terms and conditions of this Agreement, the Parties will determine which Projects will be funded by the Sponsor and carried out by the University. These will be designated Sponsor Projects. Pursuant to the terms and conditions of this Agreement, the Parties will determine which Projects will be funded by the University and carried out by the University. These will be designated University Projects. Each Sponsor and University Project shall be conducted pursuant to the terms and description stated in the Program Description.
- b. Purchased Equipment. Unless otherwise noted in the Program Description, in the event that the University purchases equipment in furtherance of a Project, the University shall own that equipment.

3. **FUNDING.**

- a. The University shall fund the University Projects with a total in kind contribution (including government sponsorships) with a value of Seven Hundred Fifty Thousand Euro (€750.000) per year. The Sponsor shall fund the Sponsor Projects with a total amount of Seven Hundred Fifty Thousand Euro (€750.000) per year in cash. The Sponsor shall make an initial pro-rated installment payment of One Hundred and Twenty-Five thousand Euro (125,000 Euro). Thereafter, the Sponsor shall pay its contribution in two (2) equal bi-annual installments of €375.000 Euro. The first installment of €375.000 Euro will be due before January 31st of each year and the second installment of €375.000 Euro will be due before July 30<sup>th</sup> of each year. All amounts are in Euro and are inclusive of any and all costs, excluding VAT, if applicable, and other (withholding) taxes, associated with funding the Projects. The Program Description of a particular Project may have further details regarding the funding of a particular Project. The Sponsor shall pay any properly submitted invoices within thirty (30) days from receipt of the invoice in accordance with this Section.
- b. Sponsor shall pay an additional Twenty-Five Thousand Euro (25,000 Euro) to the University as consideration for the transfer of all University Developed IP to the Sponsor, excluding any University Developed IP that has been funded by the government agencies Stichting Technische Wetenschappen (“STW”) or Nederlandse Organisatie voor Wetenschappelijk Onderzoek (“NWO”). This additional Twenty-Five Thousand Euro (25,000 Euro) shall be paid with the first annual installment regarding 2019 as further set forth above in Section 3.a.
- c. The University shall forward invoices to the Sponsor at the following address:  
[apinvoicessubmit@qualcomm.com](mailto:apinvoicessubmit@qualcomm.com).

For Invoice Inquiries: For invoice/supplier inquiries, please use the existing AP Customer Service email list [apinvoiceinquiry@qualcomm.com](mailto:apinvoiceinquiry@qualcomm.com)

- d. All University invoices shall identify a purchase order number that has been provided by the Sponsor.
- e. Under no circumstances will the Sponsor be responsible for any amounts in excess of what is stated in this Section.

#### 4. GOVERNANCE

- a. The Governing Board: The Parties will establish a governing board comprised initially of two (2) members (the “Governing Board”). One member shall be chosen by the Sponsor, the other by the University. The Governing Board members will be the primary contact for each Party. The Governing Board shall be responsible for:
  - Setting the number of Directors;
  - Appointing and discharging the Directors;
  - Approving annual budgets;
  - Reviewing the quarterly Reports;
  - Deciding which Projects to fund and which Projects will be designated Sponsor Projects and which will be designated University Projects. The Sponsor representative on the Governing Board will have sole discretion in determining which Projects will be designated Sponsor Projects. All other decisions of the Governing Board must be unanimous to have any effect; and
  - Recommending the addition of any third party as a party to this Agreement.
- b. Directors. The Directors shall be responsible for:
  - Proposing the annual Program Description to the Governing Board;
  - Managing, appointing and discharging the Principal Investigators;
  - Preparing the Report, as described more particularly below, for the Governing Board;
  - Presenting the Report to the Governing Board;
  - Proposing the annual budgets.
- c. Principal Investigator. Each Project is to be conducted by the University under the direction of a Principal Investigator, each identified in the Program Description and approved by the Directors. The Principal Investigator will be responsible for the direction and oversight of the Project, in accordance with applicable University policies and this Agreement. A major inducement for the Sponsor to enter into this Agreement is having Professors Max Welling and Arnold Smeulders and Professor Cees Snoek, as Principal Investigators and/or Directors (the “Key Investigators”). In the event any of the Key Investigators are no longer associated with the University or the research being funded under this Agreement, then the Governing Board shall meet within thirty days to discuss the future plans of the research to be conducted under this Agreement (the “Plan”). If the Governing Board cannot unanimously agree on a Plan, then the Sponsor will have the option to re-evaluate their continued participation in any Project and may exercise their option to terminate this Agreement pursuant to Section 10 (Term and Termination).
- d. Staffing. Each Party shall at all times be responsible for the acts and omissions of personnel employed by such Party. The University shall be responsible for performance of the Principal Investigator and its other personnel under this Agreement. The University shall not employ any subcontractors to perform any obligations under this Agreement without written approval of the Sponsor.

Confidential

- e. Future Partners. Additional parties may be added as parties to this Agreement upon the mutual written consent of the University and the Sponsor.
5. **REPORTS**. The Directors shall provide a quarterly report to the Governing Board that provides an update on the then current Projects, budget status and other relevant information regarding the Sponsored Projects and the University Projects (the "Report"). The Report shall also document any University Developed IP or Sponsor Developed IP. The Report shall be provided within thirty (30) days of the end of each quarter.
6. **INTELLECTUAL PROPERTY RIGHTS**.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

\_\_\_\_\_

[REDACTED]

[REDACTED]

■ **Figure 1**

\_\_\_\_\_

[REDACTED]

\_\_\_\_\_

University or any of its Affiliates has under any license or other agreement with

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**8. REPRESENTATIONS AND WARRANTIES.**

- a. Right to Perform Services. The Parties represent and warrant that they have the full right, power and authority to enter into this Agreement and perform the research for each Project and their other obligations hereunder, and that their execution of this Agreement and its performance of the research for each Project shall not result in a breach of or default under any other agreement to which they are a party or by which they are bound.
- b. Conflicts of Interest. The University warrants that they shall not, during the term of this Agreement, accept any work or enter into any agreement or obligation inconsistent or incompatible with their obligations under this Agreement.
- c. Proprietary Rights. The University shall make reasonable efforts to identify any open source licensed software that is used in the development of, or incorporated into, any Sponsor Developed IP or the University Developed IP. Other than that, the University represents and warrants that (i) the Sponsor Developed IP and the University Developed IP shall be an original work of the University, except to the extent that elements of Pre-Existing Intellectual Property may be incorporated by the University into any Sponsor Developed IP or University Developed IP without violating any third party contractual restriction binding upon the University, and that in performing the research and furnishing the Sponsor Developed IP or the University Developed IP, it shall not knowingly violate the proprietary rights including patent rights of any third party; (ii) it has not transferred or assigned to any third party any proprietary rights in any Sponsor Developed IP or the University Developed IP; and (iii) no portion of the Sponsor Developed IP or the University Developed IP shall be subject to any lien, encumbrance, security interest, or other restriction of any nature.

**9. TREATMENT OF CONFIDENTIAL INFORMATION.**

- a. Non-Disclosure Agreement. All information disclosed by the Parties pursuant to this Agreement shall be subject to the terms and conditions of the Non-Disclosure Agreement, between the Parties with the effective date of May 1, 2015 (the “NDA”); and incorporated herein by this reference. As used herein, the term “Confidential Information” shall have the same meaning as INFORMATION under the NDA and provided further that the scope of the Confidential Information shall include the subject matter of this Agreement. To the extent that the NDA terminates prior to the termination of this Agreement, the terms and conditions of the NDA shall continue to apply to this Agreement. In the event of any inconsistency between the terms of the NDA and the terms hereof, the terms that are most protective of the Confidential Information shall control.
- b. No License. No license is either granted or implied by the conveying of Confidential Information to the other Party.
- c. Sponsor Projects and Acquired IP. All Confidential Information disclosed by the University relating to a Sponsor Project or University Developed IP will be considered the Sponsor’s Confidential Information.
- d. Agreement Confidential. The terms and conditions of this Agreement as well as the existence of this Agreement are Confidential Information and neither Party shall disclose its terms and conditions without the prior written consent of the other Party except to the extent that disclosure may be required by applicable laws or regulations, in which latter case the Party required to make such disclosure will promptly inform the other Party in sufficient time prior to the date of such disclosure to enable such Party to object and to initiate the appropriate requests for confidentiality, *provided, however*, that the Parties may disclose in confidence the terms and conditions of this Agreement to its insurers, attorneys, accountants and other professional advisors on a need to know basis who are under professional obligations of confidence and to governmental institutions in order to procure extra funding.
- e. Publicity. Press releases and other like publicity, advertising or promotional material which mention the other Party by name, this Agreement or any term hereof must be agreed upon by both Parties in writing prior to any release.
- f. Publication. The University shall have the right to publish the results of a Project conducted by the University under this Agreement, and Sponsor grants the University a copyright license to any Sponsor Developed IP or University Developed IP for this purpose, to the extent such publication does not contain Confidential Information of the Sponsor as determined by the mutually agreed pre-publication review procedure, provided that the Sponsor has the opportunity to review and comment on any proposed publications describing the Project thirty (30) days prior to their submission for publication. The University agrees to consider the Sponsor’s comments prior to publication. However, if such submission would cause the loss of potential patent rights to patentable inventions in which the Sponsor has title, such as described in Section 6 (Intellectual Property Rights), the University, at the discretion of the University, will either delete the enabling portion of the proposed publication, or withhold publication for an additional sixty (60) days. 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. Sponsor will reasonably cooperate to allow the timely submission, examination, publication and defense of any dissertation or thesis for a degree.

## 10. TERM AND TERMINATION.

- a. Term. The term of this Agreement shall be from the Effective Date and shall continue until May 1, 2020 unless terminated sooner as herein provided (the “Term”). After the Term, the Parties may extend the Term upon written mutual agreement.

- b. Right to Terminate. This Agreement may be terminated by either Party if the other Party breaches any term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the nature of the breach. Pursuant to Section 4 (c), Sponsor may terminate this Agreement, and any Project(s) entered into hereunder, if any of the Key Investigators are no longer associated with the University or the research being conducted under this Agreement and the Governing Board cannot agree on the Plan as stated in 4c, by providing a written thirty (30) day notice to the University. Written notice shall be directed to the address mentioned in 13.d with a copy to the Governing Board. Upon the giving of notice of termination by either Party, the Parties shall exert their reasonable commercial efforts to limit or terminate any outstanding commitments as of the effective termination date.
- c. Apportionment of Funding. In the event of a termination of this Agreement, the Parties shall agree in good faith upon an equitable pro-rata apportionment of the funding for all work performed through the termination date and the University shall reimburse the Sponsor or the Sponsor shall pay the University the apportionment due the other Party taking into account payments made prior to termination. Additionally, in the event of termination by the Sponsor, the Sponsor shall reimburse the University for all outstanding obligations which cannot be canceled; *provided, however*, in no event shall such reimbursement, when added to the amount of all funding paid under the relevant Project, exceed the authorized funding for that Project.
- d. Obligations. Upon the giving of notice of termination by either Party, as of the effective termination date, the University shall (i) return to the Sponsor all Sponsor Contributions and (ii) either return all documents and other materials containing any Confidential Information, Sponsor Contributions, and all copies thereof made by the University or, at the Sponsor's written direction, certify destruction of the same. In addition, the University shall furnish, within sixty (60) days of the effective date of termination, a final summary of all funds expended and shall reimburse the Sponsor for any funding paid by the Sponsor to the University in excess of total funds expended by the University. This Section 10 sets forth the total liabilities of the Parties relating to or arising out of the termination of this Agreement.
- e. Survival. The following sections shall survive any termination or expiration of this Agreement: Sections 1 (Definitions), 6 (Intellectual Property Rights), 8 (Representations and Warranties), 9 (Treatment of Confidential Information), 10 (Term and Termination), 11 (Indemnification), 12 (Limitation of Liability) and 13 (General Provisions).

## 11. **INDEMNIFICATION.**

- a. Each Party shall defend, indemnify and hold the other Party and its officers, directors, employees, agents and customers (each an "Indemnified Party") harmless from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) arising from or related to (i) any breach or alleged breach of the representations and warranties made by the Party in this Agreement, (ii) personal injury, death, or damage to tangible personal property due to the negligent, recklessness or intentional misconduct of the Party or any of its employees or agents in performing the research (at the other Party's facilities or elsewhere), and (iii) any payments or liabilities for which the University becomes liable as described in Section 13.e (Independent Contractor Relationship).
- b. Third Party Claims. The Sponsor shall not hold the University liable for any damage that the Sponsor suffers in consequence of the application or use by Sponsor of any Sponsor Developed IP or University Developed IP by or through Sponsor and shall indemnify the University from liability for any damage to a third party or third parties resulting from the use of Sponsor Developed IP or University Developed IP, except in the case of willful misconduct or gross negligence of the University or its agents, representatives or researchers.
- c. If any third party asserts a claim or initiates an action against an Indemnified Party for which

the Party is responsible under this Section 11, the other Party shall promptly notify the Party when the other Party becomes aware of such claim or action. The other Party shall have the right to participate at its own expense in the defense of such claim or action, including any related settlement negotiations. No such claim or action may be settled or compromised without the other Party's express written consent, which may be conditioned upon the execution of a release of all claims against the Indemnified Parties by the party bringing such claim or action.

**12. LIMITATION OF LIABILITY.**

- a. Except with respect to liability resulting from breaches of Section 9 (Confidentiality) or misappropriation or infringement of the other Party's Intellectual Property Rights, under no circumstances shall a Party be liable to the other Party for any special, incidental, indirect or consequential damages arising out of this Agreement or any resulting obligation, whether in an action for or arising out of breach of contract, tort or any other cause of action even if such Party has been advised of the possibility of such damages.
- b. Except with respect to liability resulting from breaches of Section 9 (Confidentiality) or misappropriation or infringement of the other Party's Intellectual Property Rights, or Sponsor's obligations pursuant to Section 11 b (Third Party Claims), or willful misconduct, the total cumulative liability of either Party for any claims or causes of action arising from or relating to this Agreement, any Project or a Party's and/or its Affiliates performance hereunder, shall not exceed the aggregate amount of One Thousand Dollars US (\$1,000USD). Multiple claims and causes of action will be aggregated to determine the satisfaction of this limit. The Parties acknowledge that they would not enter into this Agreement without such limitations.

**13. GENERAL PROVISIONS.**

- a. Insurance. University shall maintain at its sole expense during the term of this Agreement all insurance as required by law concerning its business activities and the performance of the Research.
- b. Export compliance assurance. The University acknowledges that all hardware, software, source code and technology (collectively, "**Products**") obtained from the Sponsor are subject to the US government export control and economic sanction laws, including the Export Administration Regulations ("EAR", 15 CFR 730 et seq.) administered by the Department of Commerce, Bureau of Industry and Security.
  - i. The University assures that it, its subsidiaries, affiliates and subcontractors will not directly or indirectly export, re-export, transfer or release (collectively, "export") any Product or direct product thereof to any destination, person, entity or end use prohibited or restricted under US law without prior US government authorization to the extent required by regulation. The US government maintains embargoes and sanctions against the countries listed in Country Groups E:1/2 of the EAR (Supplement 1 to part 740), currently Cuba, Iran, North Korea, Sudan (N), Syria and Crimea region of Ukraine, but any amendments to these lists shall apply.
  - ii. If the University supplies person(s) employed, hired, assigned, or retained by the University to work on-site at a Sponsor location and/or with access to internal Sponsor systems, the University will first notify the Sponsor in writing via e-mail at [export@qualcomm.com](mailto:export@qualcomm.com) if any such person is a national or citizen of a country other than the US or those listed in Supplement 3 to part 740 of the EAR. Assignment and acceptance of such persons is contingent upon the acquisition of any required export license from the US government. The University shall be solely responsible for determining the nationality of its employees, students or representatives. The University may not subcontract work involving the transfer of the Sponsor Products as defined

above unless and until the terms in this section have been provided in writing to the subcontractor(s).

- iii. It is the intent of the Parties that neither Party shall furnish any Products in connection with this Agreement that are considered subject to the US government export control and economic sanction laws, including the Export Administration Regulations ("EAR", 15 CFR 730 et seq.) administered by the Department of Commerce, Bureau of Industry and Security. If the Sponsor wishes to show Products to the University, it shall coordinate with Principal Investigator to view the Products at a Sponsor facility.
- iv. This section shall survive the expiration or termination of this Agreement.

c. Compliance with Anti-Corruption Laws

- i. The University represents and warrants to the Sponsor that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving the Sponsor, that the University, and everyone acting on its behalf, will comply with and will not violate any anti-corruption law or international anti-corruption standards, including but not limited to the U.S. Foreign Corrupt Practices Act, in connection with the services it has agreed to perform under this Agreement. The University represents and warrants to the Sponsor that the University has not, and covenants and agrees that it will not, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving the Sponsor, make, promise, or offer to make any payment or transfer anything of value, directly or indirectly, to any individual to secure an improper advantage. It is the intent of the Parties that no payments or transfer of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining or retaining business.
  - ii. The University agrees that the Sponsor's funding is being provided solely to the University exclusively for research and development expenses associated with the Project. The University is solely responsible for any payments made to employees of the University. The University further agrees that the Sponsor's funding will not be provided to any foreign official outside the Project, will not be used for political or lobbying purposes of any kind, and will not be used in any other way that would violate the U.S. Foreign Corrupt Practices Act or any other anti-corruption law.
  - iii. The University also agrees that for any professor or other University employee involved in this Project who serves on any government policy or advisory board, the University will require the professor or employee to disclose the Project and the Sponsor's involvement in it to that government policy or advisory board. The University will take all necessary steps to ensure that the Project will not improperly influence the professor or employee in their official duties to their government organization.
- d. Notice. Whenever any notice is to be given hereunder, it shall be in writing and sent to the following address:

|                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| University:<br>Universiteit van Amsterdam, Faculty of Science<br>Attn: [REDACTED] Director of Finance_<br>Science Park 904 1098XH<br>Amsterdam, the Netherlands<br>Telephone: [REDACTED]<br>Facsimile: [REDACTED]<br>Email: [REDACTED]@uva.nl | Sponsor :<br>Qualcomm Technologies, Inc.<br>Attn: [REDACTED] Program Management<br>Qualcomm Incorporated<br>5775 Morehouse Drive<br>San Diego, CA 92121-1714<br>With a copy to:<br>Corporate R & D Division Counsel<br>(same address)<br>Facsimile: [REDACTED] |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Notices shall be effective upon receipt or when delivery is refused. Each Party may change its address by giving notice of the new address to the other Party.

- e. Independent contractor relationship. The Parties expressly intend and agree that the University is acting as an independent contractor and not as an agent, employee or partner of the Sponsor. The University shall not be entitled to any of the rights and privileges established for the Sponsor's employees, including but not limited to retirement benefits; medical, life insurance or disability coverage; severance pay; and paid vacation or sick pay. The Sponsor shall not pay or withhold from the compensation paid to the University any sums customarily paid or withheld for or on behalf of employees for income tax, unemployment insurance, social security, workers compensation, or any other withholding tax, insurance or payment, and all such payments as may be required by law are the sole responsibility of the University. The Sponsor shall issue University a Form 1099 and the University shall be solely responsible for all tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to the University's execution of the Project and receipt of fees under this Agreement. The Sponsor shall have no responsibility for any of the University's debts, liabilities or other obligations or for the acts of omissions of the University or the University's employees or agents.
- f. This Agreement is non-exclusive. The University shall retain the right to perform work for others during the term of this Agreement. The Sponsor may cause work of the same or a different kind to be performed by its own personnel or other contractors or consultants during the term of this Agreement.
- g. Assignment. The University shall not assign any of its rights or obligations under this Agreement without the express prior written consent of the Sponsor; any attempted assignment in violation of the foregoing shall be void ab initio. This Agreement shall be binding upon and inure to the benefit of the Parties and their successors and permitted assigns. At no additional cost and without the prior consent of University, the Sponsor shall have the right to assign this Agreement or any rights, obligations or interests under this Agreement to (i) any Sponsor Affiliate in which the Sponsor directly or indirectly owns at least a majority equity interest or (ii) a Spin-off Entity, in each case so long as such assignee agrees to be bound by the terms and conditions of this Agreement or a replacement version of this Agreement. A "Spin-off Entity" is defined as an entity into which the Sponsor has divested some of its properties, assets, and/or subsidiaries, and the capital stock of which has been distributed to some or all of the Sponsor's stockholders. The Sponsor will notify the University in writing of any assignment pursuant to this section.
- h. Governing Law and Venue. This Agreement shall be governed in all respects solely and exclusively by the laws of Switzerland, canton Zurich without regard to conflict of laws principles. All disputes, controversies, or claims arising out of, relating to or in connection with this Agreement including the determination of the scope of the agreement to arbitrate, shall be finally settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law ("UNCITRAL"), applicable at the time of submission of the dispute to arbitration. The International Chamber of Commerce, ("ICC") shall be the appointing authority and shall appoint three arbitrators. The arbitration case shall be administered by the ICC in accordance with its "Procedures for Cases Under the UNCITRAL Arbitration Rules". The place of arbitration shall be Zurich, Switzerland, and the exclusive language to be used for the arbitral proceedings shall be English.
- i. Severability; Non-Waiver. If any provision of this Agreement is held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect. The failure or delay of either Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement.
- j. Headings. The section headings appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or extent of such section or in any way affect this Agreement.

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- k. Entire Agreement; Modification. This Agreement, together with the attached exhibits, constitutes the entire agreement between the Parties and supersedes all prior oral or written negotiations and agreements between the Parties with respect to the subject matter hereof. No modification or amendment of this Agreement (including any exhibit hereto) shall be effective unless in writing signed by both Parties.
- l. Termination of Original Agreement. As of the Effective date, the Original Agreement is terminated in its entirety.
- m. Counterparts; Facsimile. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall be one and the same agreement. The Parties may sign and deliver this Agreement by facsimile transmission, PDF or similar electronic image. Each Party agrees that the delivery of this Agreement by facsimile, PDF or similar electronic image shall have the same force and effect as delivery of original signatures.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

| Qualcomm Technologies, Inc.                                                             | UNIVERSITEIT VAN AMSTERDAM                                                             |
|-----------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| By:    | By:  |
| Name:  | Name: <del>Prof. dr. G.T.M. ten Dam</del> <i>R. Rust</i>                               |
| Title: Senior Vice President, Engineering                                               | Title: <del>President of the Executive Board</del> <i>Director of Finance</i>          |
| Date: <i>Jan 23, 2019</i>                                                               | Date: <i>Feb 4, 2019</i>                                                               |

*RNWT*

Exhibit List

|           |                                                  |
|-----------|--------------------------------------------------|
| Exhibit A | Program Descriptions (initial Project proposals) |
| Exhibit B | Full Cost Tariffs University of Amsterdam        |
| Exhibit 1 | Assignment for Inventions                        |
| Exhibit 2 | University Assignment                            |

Exhibit A  
Program Description  
(initial Project proposals)

| Research Line: Sensory Information Systems 1 |                                                            |
|----------------------------------------------|------------------------------------------------------------|
| WP title & acronym                           | WP1: Spatiotemporal representations for action recognition |
| WP execution                                 | Possibly post-doc)                                         |
| <div></div>                                  |                                                            |

| Research Line: Sensory Information Systems 1 |                                                                          |
|----------------------------------------------|--------------------------------------------------------------------------|
| WP title & acronym                           | WP3: Personal event detection and recounting                             |
| WP execution                                 | Possibly [REDACTED] as part of his PhD-thesis, followed by a new student |





[illegible]

|                                                           |             |
|-----------------------------------------------------------|-------------|
| <b>Research Line: Sensory Information Systems 2 / IAS</b> |             |
| <b>WP title &amp; acronym</b>                             | WP7: Pairs  |
| <b>WP execution</b>                                       | New student |



|                   |
|-------------------|
| <p>[Redacted]</p> |
| <p>[Redacted]</p> |

|                                         |                                            |
|-----------------------------------------|--------------------------------------------|
| <b>Research Line : Machine Learning</b> |                                            |
| <b>WP title &amp; acronym</b>           | WP2: Automated Hyperparameter Optimization |
| <b>WP execution</b>                     | Possibly [Redacted]                        |
| [Redacted]                              |                                            |
| [Redacted]                              |                                            |
| [Redacted]                              |                                            |
| [Redacted]                              |                                            |

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

|            |  |
|------------|--|
| [Redacted] |  |
|------------|--|

| Research Line : Machine Learning |                                                                 |
|----------------------------------|-----------------------------------------------------------------|
| WP title & acronym               | WP4 (NWO funded): New learning rules for deep generative models |
| WP execution                     | new PhD student [Redacted]                                      |
| [Redacted]                       |                                                                 |
| [Redacted]                       |                                                                 |
| [Redacted]                       |                                                                 |
| [Redacted]                       |                                                                 |
| [Redacted]                       |                                                                 |



Exhibit BFull Cost Tariffs University of Amsterdam

| <b>Finance UvA-QC: UvA full cost tariffs 2015</b>                                  |                                |
|------------------------------------------------------------------------------------|--------------------------------|
|                                                                                    |                                |
|                                                                                    |                                |
| <b>Staff</b>                                                                       | <b>annual full cost tariff</b> |
| PhD                                                                                |                                |
| Postdoc                                                                            |                                |
| Tenure Tracker (Assistant/Associate Professor)                                     |                                |
| Professor                                                                          |                                |
| Scientific computer programmer                                                     |                                |
| Secretary                                                                          |                                |
|                                                                                    |                                |
|                                                                                    |                                |
| Based on standard UvA cost system; EU certified(EU-COM:Certificate on Methodology) |                                |
| After 2015: an annual price indexation of 2,0% is applied to the tariffs           |                                |

EXHIBIT 1

INVENTION DISCLOSURE & PROPRIETARY RIGHTS  
AGREEMENT FOR QUVA LABORATORY

I, [INVENTOR NAME], am a citizen of \_\_\_\_\_, having a mailing address located at \_\_\_\_\_ and a resident of \_\_\_\_\_.

I am a(n) [Intern, Ph.D. student, employee] of the Universiteit van Amsterdam (also sometimes referred to as the “University of Amsterdam”), a public institution possessing legal personality under the laws of the Netherlands, having a place of business at Spui 21, 1012 WX Amsterdam, the Netherlands (hereafter referred to as the “University”). As of [DATE] I have been engaged by the University to conduct research and other activities in the QUVA Research Laboratory located at Science Park 904, 1098 XH Amsterdam, the Netherlands (the “QUVA Lab”).

In connection with my work in the QUVA Lab and in exchange for good and valuable consideration received, I agree as follows:

**1. Inventions and Works of Authorship**

**1.1. Inventions & Works Belong to the University Unless Excluded by this Agreement.**

I understand that pursuant all “Inventions” and “Works” that are “Created” by me alone or jointly with others (definitions below) at any time during the period of my work in the QUVA Lab shall be the sole and exclusive property of the University, and subject to the University’s direction and control, unless they are “Excluded Inventions and/or Works” as defined in Section 1.2 of this Agreement.

I further understand that pursuant to Article 12 of the Dutch Patent Act 1995, all rights in and to patents and patent applications relating to Inventions automatically vest in the University as of the conception of said Inventions.

Insofar not automatically vested in the University by operation of law, and except for the Excluded Inventions and/or Works (as defined in Section 1.2 of this Agreement), I hereby irrevocably assign, transfer and convey to the University, its successors and assigns, all of my entire right, title, and interest in and to any and all Inventions and Works that are Created by me alone or jointly with others at any time during the period of my work in the QUVA Lab, including without limitation all patent applications and patents worldwide therefor, and all rights of priority derived therefrom under any international conventions, treaties, or agreements. The foregoing assignment, transfer and conveyance shall operate automatically upon the Creation of each such Invention and Work.

To the extent any of the rights, title and interest in and to any such Works or Inventions cannot under applicable law be assigned by me to the University, I hereby grant to the University an exclusive, royalty-free, transferable, irrevocable, worldwide, fully paid-up license (with rights to sublicense through multiple tiers of sublicensees) to fully use, practice and exploit those non-assignable rights, title and interest, including, but not limited to, the right to make, use, sell, offer for sale, import, have made, and have sold, products and services. To the extent any of the rights, title and interest in and to any such Works or Inventions can neither be assigned nor licensed by me to the University, I hereby irrevocably waive and agree never to assert the non-assignable and non-licensable rights, title and interest against the University, any of the University’s successors or assigns, or any customers of the University or of any of its successors or assigns.

I acknowledge and agree that the University, its successors, and assigns have the sole and exclusive right to file or not to file for domestic or foreign patents on any or all Inventions, or for domestic or foreign copyrights and trademarks on any or all Works, as determined in their sole discretion.

*Definitions:*

**‘Created’** (and **‘Creation’**) is when (i) an Invention is conceived or reduced to practice, or (ii) a Work is created, developed, made, authored, or fixed in a tangible medium of expression.

**‘Invention’** is any invention, discovery, development, design, formula, process, improvement, idea, innovation, know-how or information, in each case whether patentable or not, that is Created by me, either solely or in concert with others.

**‘Work’** is any work of authorship or information, including, but not limited to, any computer program, publishable

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article, mask work, trademark, service mark, trade name, trade dress, sales brochure, work of art, or technical report, in each case whether copyrightable or not, that are Created by me, either solely or in concert with others.

**1.2. Excluded Inventions & Works are not Assigned to the University.**

I acknowledge that I have the option (but not the obligation) to notify the University at any time of any Inventions and/or Works which are excluded from my assignment to the University under Section 1.1 above, which I consider to be my property or in which I claim to have an ownership interest or title, either alone or jointly with a third party (the "Excluded Inventions and/or Works"). I acknowledge that any and all Excluded Inventions and/or Works that I choose to disclose to the University meet all of the following criteria:

- The Excluded Inventions and/or Works were developed by me, alone or jointly with others, entirely on my own time; and
- No equipment, supplies, facilities, or trade secret information of the University (or of any third party which the University is authorized to use) were used in the development of the Excluded Inventions and/or Works; and
- The Excluded Inventions and/or Works did not result from any work performed by me for the University; and
- The Excluded Inventions and/or Works do not relate to the field of research of the QUVA Lab, its actual or demonstrably anticipated research or development or its design, experimental or production work.

I understand that I am prohibited from using at the QUVA Lab or incorporating into anything Created by me at or for the University, any of my Excluded Inventions and/or Works unless I receive written permission to do so from (a) an Officer of the University and (b) University's legal counsel. To the extent that I so use or incorporate any of my Excluded Inventions and/or Works with or without such written permission, I hereby grant to the University a fully paid-up, royalty free, transferable, irrevocable, worldwide license with a right to sublicense through multiple tiers of sublicensees, to such Excluded Inventions and/or Works, and the University and its successors and assigns, at their sole discretion, may fully exploit, practice and use such Excluded Inventions and/or Works in any manner whatsoever.

**1.3 I Agree to Disclose All Inventions and Works.**

I shall promptly, but in no case later than thirty (30) days from Creation, fully disclose to the University all Inventions and Works Created by me, either solely or in concert with others, during the period of my work in the QUVA Lab for the University. I agree to disclose all Inventions and Works using forms provided by the University.

**1.4 I Agree to Assist the University and Its Assigns.**

I agree, upon request by the University and/or any of its successors and assigns, and without compensation (other than with respect to my requested reimbursement of my reasonable and actual out-of-pocket expense which have been pre-approved by the University in writing), to do all lawful acts including the execution of all papers and lawful oaths and the giving of testimony that may be necessary or desirable in obtaining, sustaining, reissuing, renewing, and enforcing Letters Patent and copyright on all Inventions and Works herein assigned to the University and its successors and assigns, including without limitation to assist the University and its successors and assigns in any controversy or legal proceeding relating to all such Inventions and Works. I further agree to comply with provisions of contracts between the University and contractors or any agency of the Dutch government with whom the University is doing business, including all provisions relating to invention rights, works of authorship or to the safeguarding of information. If the University and/or its successors and assigns are unable for any reason to secure my signature to any document required to file, prosecute, register or memorialize the assignment of any rights or application or to enforce any right to or under any Inventions and Works Created by me and assigned to the University under this Agreement, I hereby irrevocably designate and appoint the University and the University's duly authorized officers and agents as my agents and attorneys in fact to act for and on my behalf and instead of me to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights to or under the Inventions and Works Created by me and assigned to the University under this Agreement, all with the same legal force and effect as if executed by me. The foregoing is deemed a power coupled with an interest and is irrevocable.

**2. No Third-Party Information.**

I represent and warrant that I have not brought and will not bring or use in the performance of my duties at the University, any proprietary or confidential information, whether or not in writing, of a former employer or any third party without such employer's or third party's written authorization. I further agree not to disclose to the

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University in the course of my work for the University in the QUVA Lab any confidential information or trade secrets of any former employer or any other third party. I represent and warrant to the University that my work for the University in the QUVA Lab will not require me to violate any obligation to or confidence with any other party, including, but not limited to, any of my former employers.

### **3. Recordation In Patent & Trademark Offices.**

I have been informed and understand that it may be necessary from time to time for the University and/or its successors and assigns to record this Agreement, including any personal data set out herein, in various national patent and trademark offices around the world in order to give notice of the University and/or its successors and assigns' ownership of one or more patents or patent applications based on Inventions or Works created by me during my work in the QUVA Lab.

### **4. Miscellaneous**

4.1 **Survival of Terms.** I understand and agree that the obligations and undertakings in this Agreement that are meant to survive shall continue in full force and effect after the termination of my work for the University in the QUVA Lab.

4.2 **No Assignment.** I shall not assign all or any portion of my rights, duties or obligations under this Agreement. Any such attempted assignment shall be null and void from inception.

4.3 **Severability.** If any provision in this Agreement is held to be invalid or unenforceable in whole or in part (the '**Invalid Provision**'), the remaining portions of such provision (if any) and the other provisions in this Agreement will remain in full force and effect, and the Invalid Provision will remain in effect to the maximum extent allowed by law.

4.4 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and may be enforced by the University, its successors, or assigns, and shall be binding upon me, my executors, administrators, and other legal representatives.

4.5 **No Amendment or Waiver.** This Agreement may not be amended or modified, in whole or in part, except in a writing that is signed by an authorized representative of the University and me. If the University waives any term, provision or breach by me of this Agreement, such waiver shall not be effective unless it is in writing and signed by an authorized representative of the University. Any such waiver shall be effective only in the specific instance and the purpose for which it is given.

4.6 **Effectiveness.** This Agreement, if executed after the commencement of my work in the QUVA Lab, is hereby specifically made retroactive and effective as of the first day of my work in the QUVA Lab.

4.7 **Entire Agreement.** This Agreement supersedes any agreement, discussion, understanding, commitment or representation, whether written or verbal, that may have previously been made or executed by the parties relating to this subject matter.

4.8 **Governing Law and Forum.** This Agreement shall be governed by and construed according to the laws of the Netherlands, excluding conflicts of law principles that would result in the application of the laws of a different jurisdiction. Any action to enforce or construe this Agreement, or any of the provisions hereof, shall be heard only in a court of competent jurisdiction located in the Netherlands and the University and I each irrevocably consent to the exclusive personal jurisdiction of such courts, except that in actions seeking to enforce any order or any judgment of any such court, personal jurisdiction will be nonexclusive.

IN WITNESS WHEREOF, I hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
[INVENTOR NAME]

IN WITNESS WHEREOF, acknowledged and accepted on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Universiteit van Amsterdam

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**ATTACHMENT 1**

STATEMENT OF EXCEPTED INVENTIONS AND WORKS

## Exhibit 2

### Form of University Assignment

This Assignment (“**Assignment**”) is made by the **Universiteit van Amsterdam**, a public institution (university) possessing legal personality under the laws of the Netherlands, having its principal place of business at Spui 21, 1012 WX Amsterdam, the Netherlands (hereinafter “**ASSIGNOR**”) to **Qualcomm Technologies, Inc.**, a corporation duly organized under the laws of the State of Delaware and having its address at 5775 Morehouse Drive, San Diego, California 92121-1714, United States of America (hereinafter “**ASSIGNEE**”).

WHEREAS, ASSIGNOR and ASSIGNEE previously entered the Collaboration Agreement (UNI-230908), dated May 1, 2015, as amended from time to time (the “**Prior Agreement**”), whereby ASSIGNOR agreed to assign and did automatically assign certain intellectual property to ASSIGNOR.

WHEREAS, ASSIGNEE timely claimed the Transferred IP (as that term is defined below) from ASSIGNOR, and ASSIGNOR automatically assigned the Transferred IP to ASSIGNEE under the Prior Agreement. ASSIGNOR and ASSIGNEE are executing this Assignment to confirm and acknowledge the assignment of the Transferred IP to ASSIGNEE under the Prior Agreement. To the extent that the entirety of ASSIGNOR’s right, title, and interest in and to the Transferred IP was not previously assigned to ASSIGNEE in the Prior Agreement, ASSIGNOR is executing this Assignment to assign and transfer the entirety of such interest to ASSIGNEE.

WHEREAS, ASSIGNOR has agreed, subject to the terms and conditions of this Assignment, to assign, transfer, and sell all right, title, and interest in, to and under: (i) the inventions and improvements claimed or described in the Exhibit attached hereto (hereinafter the “**Exhibit 1**”); (ii) any registered patent applications which may hereafter be filed based on the inventions and improvements identified in the Exhibit 1, including all provisional and priority applications relating thereto; (iii) all patents issuing on or from any registered patent applications which may be filed based on the inventions and improvements identified in the Exhibit 1; and (iv) all reissues, reexaminations, extensions, divisionals, renewals, continuations, continuations-in-part and counterparts (whether foreign or domestic) claiming priority to any of the foregoing items in (ii) or (iii) above, along with all patents issuing therefrom (subsections (i), (ii), (iii), and (iv) hereinafter collectively referred to as the “**Transferred IP**”).

WHEREAS, ASSIGNEE has agreed, subject to the terms and conditions of this Assignment, to assume, acquire and purchase the Transferred IP.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Assignment of Transferred IP. ASSIGNOR does hereby sell, assign, transfer, convey and deliver unto ASSIGNEE, its successors, legal representatives and assigns, all right, title and interest throughout the world in, to and under the Transferred IP, including without limitation all foreign patents and any and all rights of priority under international conventions, treaties or agreements based on or relating to the Transferred IP.
2. Patent Offices Recordation. ASSIGNOR hereby authorizes and requests the Commissioner of Patents of the United States of America, and any Official of any country or countries foreign to the United States of America, whose duty it is to issue patents on applications, to record ASSIGNEE as the assignee and owner of the Transferred IP and to issue all patents for the Transferred IP to and in the name of ASSIGNEE, its successors, legal representatives and assigns, as the assignee to the entire interest therein, in accordance with the terms of this Assignment.
3. Assignment of Enforcement Rights. ASSIGNOR hereby assigns, transfers, conveys and delivers to ASSIGNEE, its successors, legal representatives and assigns, all rights of enforcement, all claims for damages and all remedies arising out of, relating to or resulting from the Transferred IP or any violation(s) thereof, whether accrued prior to the date of this Assignment or hereafter, including but not limited to the right to sue for, seek, collect, recover and retain damages and any other relief arising out of or resulting from any past, present or future infringement or violation of any of the Transferred IP, and all other rights, including common law rights, that ASSIGNOR may have relating to the Transferred IP, including but not limited to any ongoing or prospective royalties to which ASSIGNOR may be entitled, or that ASSIGNOR may collect for any infringements of any of the Transferred IP or from any settlement or agreement related to the Transferred IP arising before or after the date of this Patent Agreement, such rights to be held and enjoyed by ASSIGNEE, its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this Assignment had not been made.

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4. License Grant. ASSIGNEE hereby grants ASSIGNOR a non-exclusive and royalty-free worldwide copyright license to produce, use, store and/or apply the subject-matter claimed in the Transferred IP solely for research purposes.

5. Representations.

ASSIGNOR hereby represents and warrants that it is the sole and exclusive owner of all right, title, and interest in, to and under the Transferred IP, free and clear of any encumbrances, liens, or claims of any nature. ASSIGNOR further represents and warrants that it has full right, power and authority to sell, assign, transfer, convey and deliver all of the subject matter set forth herein, and hereby covenants and agrees that upon the written request of ASSIGNEE and without further compensation, ASSIGNOR shall execute, acknowledge, and deliver all the instruments and documents and shall take all the actions reasonably necessary or required by law to consummate and make fully effective the transaction contemplated by this Assignment and will communicate promptly to ASSIGNEE, its successors, legal representatives and assigns, all facts known to ASSIGNOR respecting the Transferred IP, and will testify in any legal proceeding, sign all lawful papers, transfer all file histories, make diligent effort to find or reach every inventor of the Transferred IP necessary or appropriate in connection with preparation of any lawful document or proceeding relating to the Transferred IP, make reasonable efforts to obtain all necessary or appropriate signed and executed documents relating to the Transferred IP from every inventor named in the Transferred IP, make all rightful declarations and/or oaths and generally do everything possible to aid ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce patent protection for the Transferred IP on a worldwide basis in all countries and for perfecting, recording, or maintaining the title of ASSIGNEE, and ASSIGNEE'S successors and assigns, in and to each of the Transferred IP in the United States and throughout the world. ASSIGNEE further covenants and agrees that it will wholly refrain from challenging the validity, enforceability or scope of the Transferred IP, whether through opposition, re-examination and/or court proceedings.

ASSIGNOR represents and warrants that ASSIGNOR has not sold, assigned, transferred or granted and will not sell, assign, transfer or grant to others either (1) any rights, title or interest in and to any of the Transferred IP, or (2) any rights inconsistent with the rights granted herein, including without limitation granting or allowing any lien, security interest or other encumbrance in or to such Transferred IP.

6. Appointment. If ASSIGNEE is unable for any reason to secure ASSIGNOR'S signature to any document required to file, prosecute, register, or memorialize the assignment of any rights under any Transferred IP as provided under this Assignment, ASSIGNOR hereby irrevocably designates and appoints ASSIGNEE and ASSIGNEE'S duly authorized officers and agents as ASSIGNOR'S agents and attorneys-in-fact to act for and on ASSIGNOR'S behalf and instead of ASSIGNOR to take all lawfully permitted acts to further the filing, prosecution, registration, memorialization of assignment, issuance, and enforcement of rights under such Transferred IP, all with the same legal force and effect as if executed by ASSIGNOR. The foregoing is deemed a power coupled with an interest and is irrevocable.

7. No Waiver; No Amendment; Governing Law. No waiver, amendment, or modification of this Assignment shall be effective against either party, unless in writing executed by a duly authorized representative of each party. This Assignment shall be governed in all respects by the laws of Switzerland, canton Zurich, without giving effect to any choice or conflict of law provision or rule.

8. Counterparts. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A signature page delivered by electronic means will be deemed an original for all purposes.

Remainder of page intentionally left blank

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**IN WITNESS WHEREOF**, I hereunto set my hand to this Assignment this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

**Universiteit van Amsterdam**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**IN WITNESS WHEREOF**, acknowledged and accepted on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**Qualcomm Technologies, Inc.**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Exhibit 1**  
**Transferred IP**

| <b>Invention<br/>Reference No.</b> | <b>Invention Title</b> | <b>Inventor Names</b> | <b>Invention<br/>Submission Date</b> |
|------------------------------------|------------------------|-----------------------|--------------------------------------|
|                                    |                        |                       |                                      |

**COLLABORATION AGREEMENT  
UNI-230908**

This Collaboration Agreement (this "Agreement") is entered into as of May 1, 2015 (the "Effective Date") by and between **Qualcomm Technologies Inc.**, a Delaware corporation, with offices at 5775 Morehouse Drive, San Diego, California 92121-1714, in concert with its Qualcomm Technologies Netherlands B.V. affiliate, (the "Sponsor") and the **Universiteit van Amsterdam**, with business offices located at Spui 21, 1012 WX Amsterdam, the Netherlands (the "University"). The Sponsor and the University are each sometimes referred to herein as a "Party" and collectively as the "Parties."

**WHEREAS**, the Sponsor would like to fund certain research to be done at the University by the University's PhDs and Professors.

**WHEREAS** the 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 receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. **DEFINITIONS:** In addition to other terms defined elsewhere in this Agreement, the following terms, when the first letter is capitalized, shall have the meanings set forth in this Section 1. These terms shall apply both to their singular or plural forms, as the context may require. As used herein, "hereunder," "herein" and similar expressions refer to this Agreement; and "including" means "including without limitation."
  - a. "Affiliate" means any person or entity which directly or indirectly Controls, is Controlled by, or is under common Control with such entity. The term "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of more than fifty percent (50%) of voting securities, by contract or otherwise. An entity is an Affiliate only for so long as such Control exists.
  - b. "Intellectual Property Rights" means patents (including patent applications, reissues, divisions, continuations and extensions thereof, all sometimes individually and/or collectively referred to herein as "Patents"), utility models, copyrights, trade secrets (as defined in the Uniform Trade Secrets Act), mask work rights, and any other form of intellectual property right protection afforded by law, under the laws of the United States or the laws of any other applicable jurisdiction or applicable bi-lateral or multi-lateral international treaty regime.
  - c. "Project" means a particular research project that is described in the Program Description.
  - d. "Program Description" means the description of the potential Projects that can be researched and funded under this Agreement. All current Projects are attached hereto as Exhibit A. The Program Description will be updated annually.
  - e. "Sponsor Developed IP" shall mean all items that are developed by the University resulting from Sponsor Projects. This includes any inventions, developments, discoveries, data, methodologies, materials, reports, software, copyrightable material, or patentable inventions that have been prepared, created, or recorded in connection with the execution of a Sponsor Project.
  - f. "Sponsor Project" shall mean a Project designated and funded as a Sponsor Project pursuant to this Agreement.
  - g. "Sponsor Contributions" means any hardware, firmware, software, designs, drawings, specifications, documentation or other items, which may or may not contain Sponsor Confidential Information, delivered by the Sponsor (or a third party authorized by the Sponsor) to the University in order for the University to execute a Project under this Agreement.

- h. "University Developed IP" shall mean all items that are developed by the University resulting from University Projects. This includes any inventions, developments, discoveries, data, methodologies, materials, reports, software, copyrightable material, or patentable inventions that have been prepared, created, or recorded in connection with the execution of a University Project.
- i. "University Project" shall mean a Project designated and funded as a University Project pursuant to this Agreement.

2. **PROJECTS.**

- a. Work. Pursuant to the terms and conditions of this Agreement, the Parties will determine which Projects will be funded by the Sponsor and carried out by the University. These will be designated Sponsor Projects. Pursuant to the terms and conditions of this Agreement, the Parties will determine which Projects will be funded by the University and carried out by the University. These will be designated University Projects. Each Sponsor and University Project shall be conducted pursuant to the terms and description stated in the Program Description.
- b. Purchased Equipment. Unless otherwise noted in the Program Description, in the event that the University purchases equipment in furtherance of a Project, the University shall own that equipment.

3. **FUNDING.**

- a. The University shall fund the University Projects with a total in kind contribution (including government sponsorships) with a value of Seven Hundred Fifty Thousand Euro (€750.000) per year. The Sponsor shall fund the Sponsor Projects with a total amount of Seven Hundred Fifty Thousand Euro (€750.000) per year in cash. The Sponsor shall make an initial pro-rated installment payment of One Hundred and Twenty Five thousand Euro (\$125,000 Euro). Thereafter, the Sponsor shall pay its contribution in two (2) equal bi-annual installments of €375.000 Euro. The first installment of €375.000 Euro will be due before January 31st of each year and the second installment of €375.000 Euro will be due before July 30<sup>th</sup> of each year. All amounts are in Euro and are inclusive of any and all costs, excluding VAT, if applicable, and other (withholding) taxes, associated with funding the Projects. The Program Description of a particular Project may have further details regarding the funding of a particular Project. The Sponsor shall pay any properly submitted invoices within thirty (30) days from receipt of the invoice in accordance with this Section.
- b. The University shall forward invoices to the Sponsor at the following address:  
[apinvoicessubmit@qualcomm.com](mailto:apinvoicessubmit@qualcomm.com)  
For Invoice Inquiries: For invoice/supplier inquiries, please use the existing AP Customer Service email list [apinvoiceinquiry@qualcomm.com](mailto:apinvoiceinquiry@qualcomm.com)
- c. All University invoices shall identify a purchase order number that has been provided by the Sponsor.
- d. Under no circumstances will the Sponsor be responsible for any amounts in excess of what is stated in this Section.

4. **GOVERNANCE**

- a. The Governing Board: The Parties will establish a governing board comprised initially of two (2) members (the "Governing Board"). One member shall be chosen by the Sponsor, the other by the University. The Governing Board members will be the primary contact for each Party. The Governing Board shall be responsible for:
  - Setting the number of Directors;

- Appointing and discharging the Directors;
  - Approving annual budgets;
  - Reviewing the quarterly Reports;
  - Deciding which Projects to fund and which Projects will be designated Sponsor Projects and which will be designated University Projects. The Sponsor representative on the Governing Board will have sole discretion in determining which Projects will be designated Sponsor Projects. All other decisions of the Governing Board must be unanimous to have any effect; and
  - Recommending the addition of any third party as a party to this Agreement.
- b. Directors. The Directors shall be responsible for:
- Proposing the annual Program Description to the Governing Board;
  - Managing, appointing and discharging the Principal Investigators;
  - Preparing the Report, as described more particularly below, for the Governing Board;
  - Presenting the Report to the Governing Board;
  - Proposing the annual budgets.
- c. Principal Investigator. Each Project is to be conducted by the University under the direction of a Principal Investigator, each identified in the Program Description and approved by the Directors. The Principal Investigator will be responsible for the direction and oversight of the Project, in accordance with applicable University policies and this Agreement. A major inducement for the Sponsor to enter into this Agreement is having Professors Max Welling and Arnold Smeulders and Associate Professor Cees Snoek, as Principal Investigators and/or Directors (the "Key Investigators"). In the event any of the Key Investigators are no longer associated with the University or the research being funded under this Agreement, then the Governing Board shall meet within thirty days to discuss the future plans of the research to be conducted under this Agreement (the "Plan"). If the Governing Board cannot unanimously agree on a Plan, then the Sponsor will have the option to re-evaluate their continued participation in any Project and may exercise their option to terminate this Agreement pursuant to Section 10 (Term and Termination).
- d. Staffing. Each Party shall at all times be responsible for the acts and omissions of personnel employed by such Party. The University shall be responsible for performance of the Principal Investigator and its other personnel under this Agreement. The University shall not employ any subcontractors to perform any obligations under this Agreement without written approval of the Sponsor.
- e. Future Partners. Additional parties may be added as parties to this Agreement upon the mutual written consent of the University and the Sponsor.
5. **REPORTS**. The Directors shall provide a quarterly report to the Governing Board that provides an update on the then current Projects, budget status and other relevant information regarding the Sponsored Projects and the University Projects (the "Report"). The Report shall also document any University Developed IP, Sponsor Developed IP and or Jointly Developed IP. The Report shall be provided within thirty (30) days of the end of the each quarter.
6. **INTELLECTUAL PROPERTY RIGHTS**.





Confidential  
Final

