

7. **INTENTIONALLY LEFT BLANK.**

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 acquired University IP or acquired JT 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 Joint Developed IP for this purpose, to the extent such publication does not contain Confidential Information or trade secrets of the Sponsor, 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 for five years 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 acquired University Sponsored IP or Jointly 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 acquired University Sponsored IP or acquired Jointly 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 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: Universiteit van Amsterdam, Faculty of Science Attn: [REDACTED] Director of Finance_ Science Park 904 1098XH Amsterdam, the Netherlands Telephone: [REDACTED] Facsimile: +312052 [REDACTED] Email: [REDACTED]@uva.nl	Sponsor: Qualcomm Technologies, Inc. Attn: [REDACTED] Corporate Procurement Qualcomm Incorporated 5775 Morehouse Drive San Diego, CA 92121-1714 With a copy to: Corporate R & D Division Counsel (same address) Facsimile: [REDACTED]
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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.
- 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. 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.

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Final

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: [REDACTED]	By: [REDACTED]
Name: [REDACTED] as Attorney-in-Fact for Qualcomm Technologies, Inc.	Name: Prof. dr. Dymph C. van den Boom
Title: Subcontracts Administrator	Title: Interim President
Date:	Date: 17 Mar 2015

Exhibit List

Exhibit A Program Descriptions (initial Project proposals)
Exhibit B Full Cost Tariffs University of Amsterdam

Confidential
Final

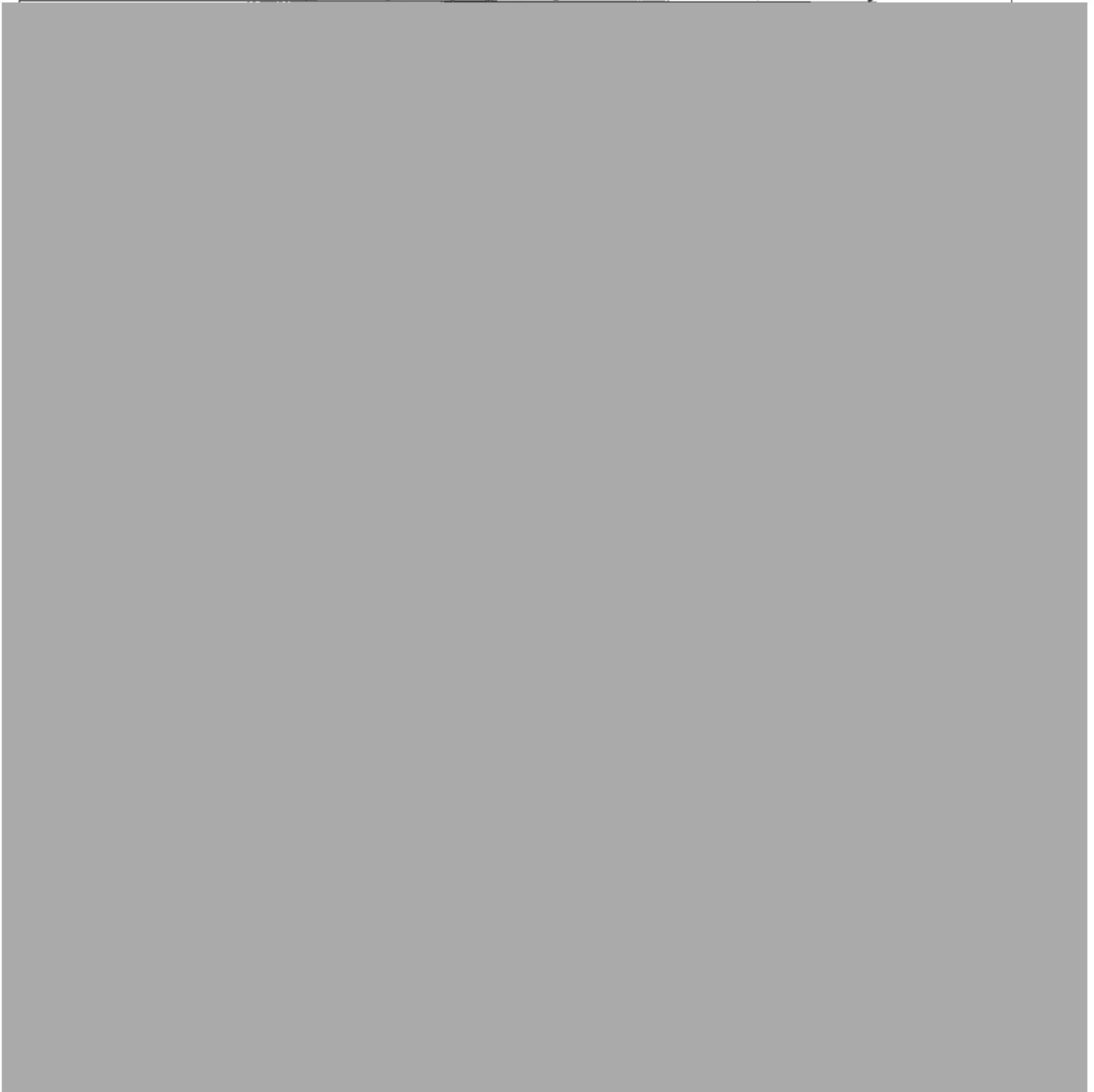
Exhibit A
Program Description
(initial Project proposals)

Research Line: Sensory Information Systems 1	
WP title & acronym	WP1: Spatiotemporal representations for action recognition
WP execution	Possibly (post-doc)

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Final



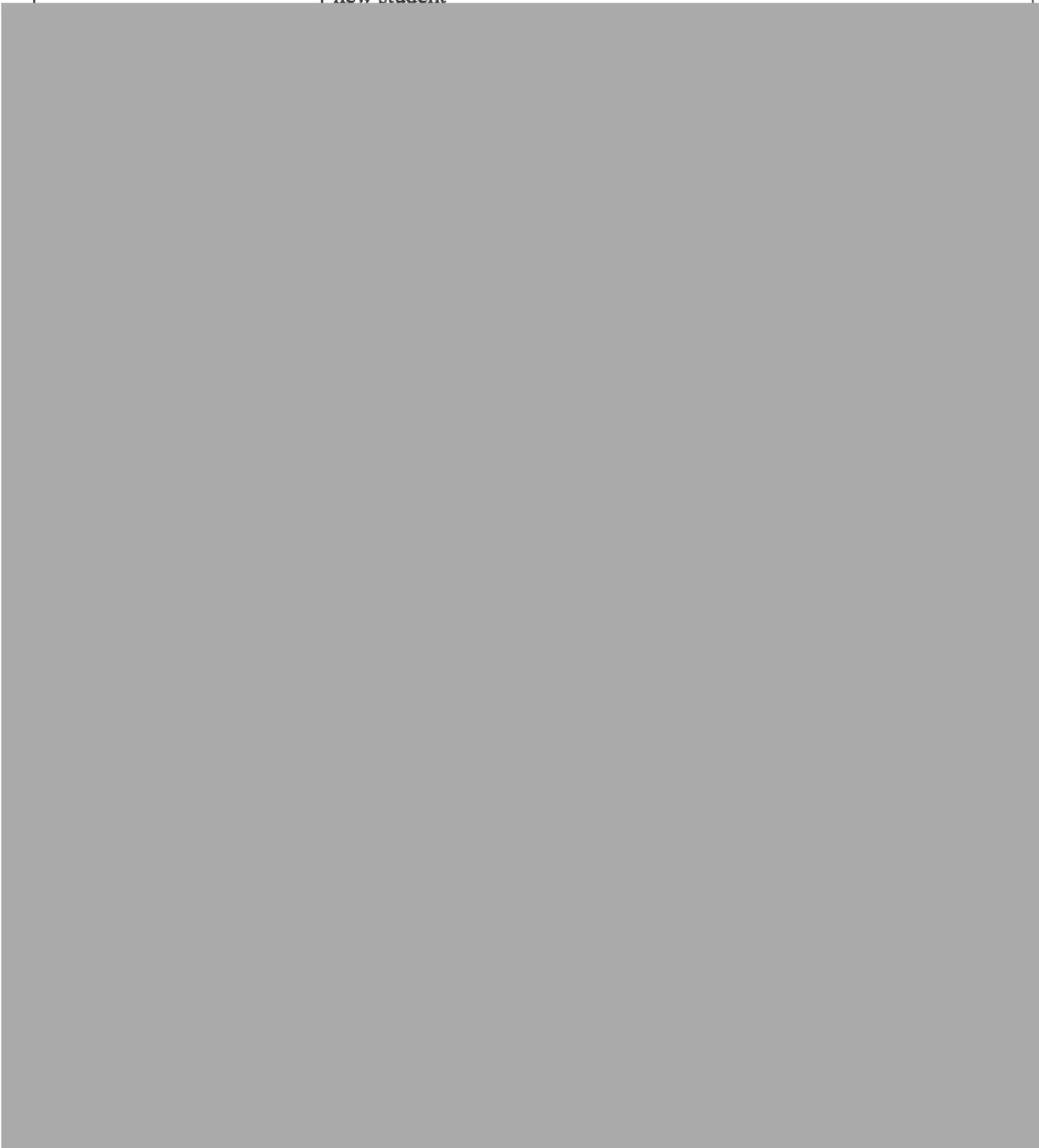
Research Line: Sensory Information Systems 1	
WP title & acronym	WP2: Fine-grained object recognition
WP execution	Possibly [redacted] as part of his PhD-thesis, followed by new student



Research Line: Sensory Information Systems 1	
WP title & acronym	WP3: Personal event detection and recounting

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WP execution	Possibly [REDACTED] as part of his PhD-thesis, followed by a new student
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Research Line: Sensory Information Systems 2	
WP title & acronym	WP4: One shot visual instance search
WP execution	Possibly [REDACTED] as part of his PhD-thesis followed by new student

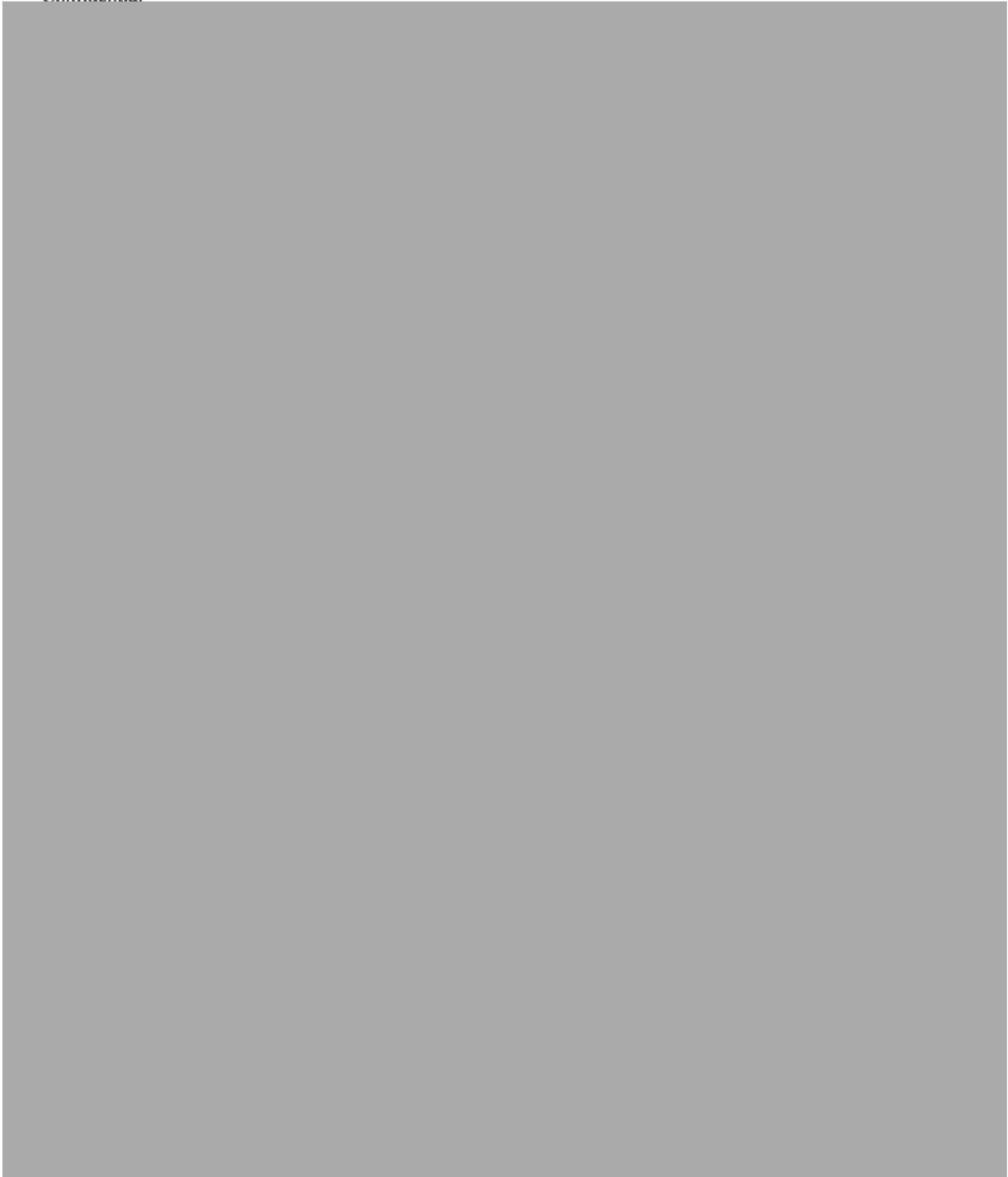


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Research Line: Sensory Information Systems 2	
WP title & acronym	WP5: Robust Mobile Tracking
WP execution	Possibly [redacted] or new PhD-student

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Research Line: Sensory Information Systems 2	
WP title & acronym	WP6: Counting
WP execution	New PhD student, possibly supported 



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Research Line: Sensory Information Systems 2 / IAS	
WP title & acronym	WP7: Pairs
WP execution	New student



Confidential

Research Line: Machine Learning	
WP title & acronym	WP1: Distributed deep learning
WP execution	Possibly a new PhD student. Postdoc [REDACTED] will co-supervise

Confidential
Final



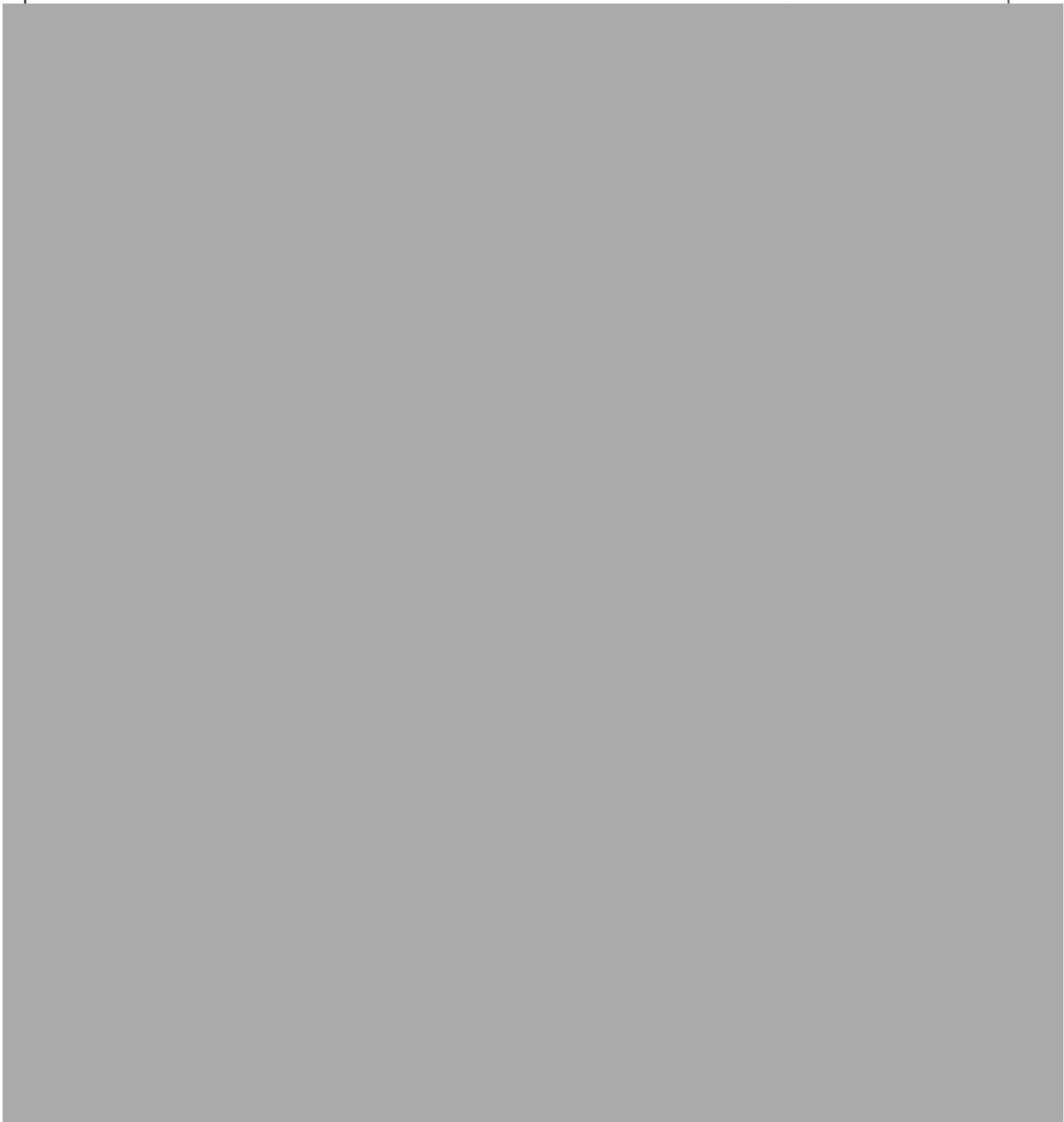
Research Line: Machine Learning	
WP title & acronym	WP2: Automated Hyperparameter Optimization
WP execution	Possibly  



Confidential



Research Line: Machine Learning	
WP title & acronym	WP3: Privacy Preserving Deep Learning
WP execution	new PhD student



Confidential



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



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Page 1

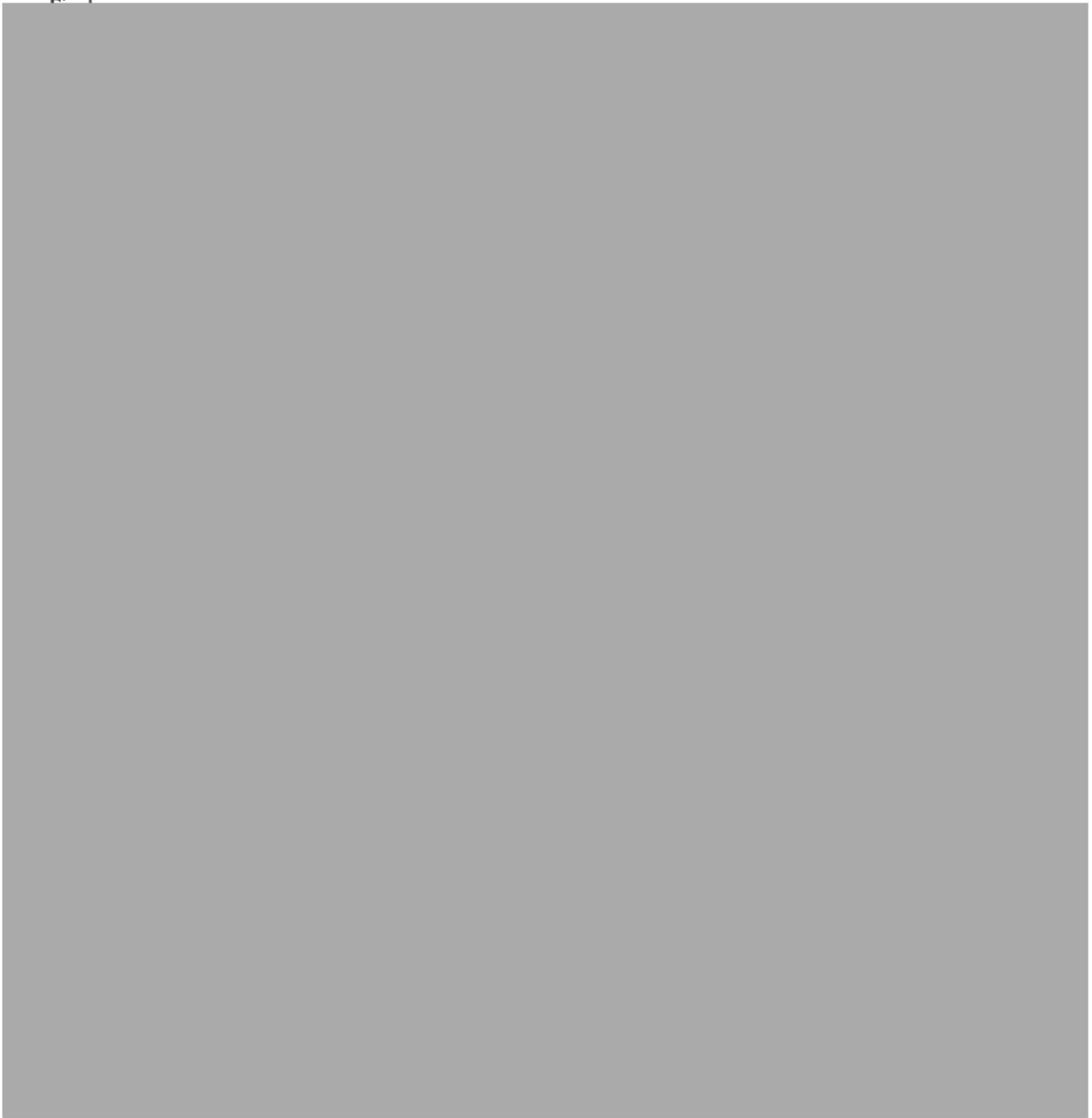


Exhibit B

Full Cost Tariffs University of Amsterdam

Finance UvA-QC: UvA full cost tariffs 2015

Staff	annual full cost tariff
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

**Amendment No.2 to the
Amended and Restated Collaboration Agreement**

This Amendment No.2 to the Amended and Restated Collaboration Agreement (this "Amendment") is dated as of June 1, 2020 (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 Sponsor 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 certain Amended and Restated Collaboration Agreement dated as of January 1, 2019, as amended to date (the "Original Agreement").

WHEREAS the Parties now desire to amend the Original Agreement to revise the Foreign Corrupt Practices Act language.

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:

- I. As of the Effective Date Section 13 c of the Original Agreement shall be deleted in its entirety and replaced with the following:
 - c. Compliance with Anti-Corruption Laws
 - i. University represents and warrants that, in connection with the transactions contemplated by this Agreement or in connection with any other business transactions involving Sponsor, that University, and everyone acting on its behalf, (A) will comply with and will not violate any applicable anti-corruption law or applicable international anti-corruption standards, or applicable anti-tax evasion measures, including but not limited to the U.S. Foreign Corrupt Practices Act ("FCPA"), the UK Bribery Act, Part 3 of the UK Criminal Finances Act, and the Brazil Clean Company Act in connection with the services it has agreed to perform under this Agreement and (B) shall have adequate procedures and policies as required by such measure.
 - ii. University represents and warrants to Sponsor that University has not, and covenants and agrees that it will not, in connection with the Services contemplated by this Agreement or in connection with any other business transactions involving 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.
 - iii. University agrees that Sponsor's Fee is provided to University exclusively for research and development expenses associated with the Project. University is solely responsible for any payments made to employees of University. University further agrees that Sponsor's Fee will not be provided to any government 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 FCPA or any other anti-corruption laws or international anti-corruption laws.
 - iv. University also agrees that for any Personnel involved in this Project who serves on any government policy or advisory board, University will require the Personnel to disclose the Project and Sponsor's involvement in the Project to that government policy or advisory board. University will take all necessary steps to ensure that the Project will not improperly

influence the Personnel in their official duties to their government organization.

- v. University represents and warrants that no payment, gift, travel or hospitality shall be provided to any one for any reason on behalf of or for the benefit of Sponsor which is not pre-approved in writing by Sponsor. University represents and warrants that all expenses (payments, gifts, meals, entertainment, travel, hospitality etc.) incurred on behalf of or for the benefit of Sponsor must be properly and accurately recorded in University's books and records, including date, all recipient names and titles, affiliation(s), amount, location, and business purpose, all of which shall be maintained with supporting documentation and must be submitted to Sponsor on an invoice if reimbursement for such expense is requested by University.
 - vi. University represents and warrants that it holds any required registrations under the laws in each country it does business and by University executing this Agreement it has any necessary and valid, licenses, approvals, consents, permissions and authorizations from appropriate authorities to perform the Services. University agrees and undertakes that it shall at all times keep any such licenses, approvals, consents, permissions and authorizations valid and subsisting and provide copies thereof at the request of Sponsor.
 - vii. University represents and warrants that Sponsor shall have the right, from time to time, upon written notice to University, to conduct an investigation and audit of University's books, records and accounts to verify compliance with the provisions of this Agreement. University agrees to cooperate fully with such investigation, the scope, method, nature and duration of which shall be at the sole reasonable discretion of Sponsor.
 - viii. University agrees that should it learn or have reason to know of: (i) any payment, offer, or promise to make a payment or transfer of value to any individual for the purpose of obtaining or retaining business or securing any improper advantage for Sponsor under this Agreement or otherwise, or (ii) any other development during the term of this Agreement that in any way makes inaccurate or incomplete the representations, warranties and certifications of University hereunder given or made as of the date hereof or at any time during the term of this Agreement, University will immediately notify Sponsor's legal department in writing of such knowledge or suspicion and the basis therefore.
 - ix. In the event that Sponsor believes, in good faith, that University has acted in any way that may potentially subject Sponsor to liability under the FCPA and/or other applicable anti-corruption laws and regulations, Sponsor shall have the unilateral right, exercisable immediately upon written notice to University, to terminate this Agreement.
- 2. All capitalized terms not defined in this Amendment have the meanings ascribed to them in the Original Agreement.
 - 3. Except as modified by this Amendment, all other terms of the Original Agreement will remain in full force and effect.
 - 4. This Amendment, together with the Original Agreement, constitutes the entire agreement of the Parties with respect to the subject matter of the foregoing, and supersedes all prior representations, understandings and agreements between the Parties with respect thereto. No amendment to this Amendment shall be binding unless in writing and signed by authorized representatives of the Parties. If there are any conflicts or inconsistencies between a term or condition of this Amendment and a term or condition of the Original Agreement, the term or condition of this Amendment will control. Each Party represents and warrants to the other that this Amendment has been duly authorized, executed and delivered by it and constitutes a valid

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and legally binding agreement with respect to the subject matter contained herein. This Amendment shall be governed by and construed in accordance with the same state laws that govern the Original Agreement, without regard to the choice of laws principles thereof. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties intend to sign and deliver this Amendment by electronic or facsimile transmission. Each Party agrees that the delivery of this Amendment by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each Party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives as of the Effective Date.

Qualcomm Technologies Inc.,	Universiteit van Amsterdam
By:  Name:  (Printed Name) Title: <i>Sr. V.P. Engineering</i> Date: <i>July 3, 2020</i>	By:  Name:  Title: Director Operations Date: 24 June 2020



**Amendment No.1 to the
Amended and Restated Collaboration Agreement**

This Amendment No.1 to the Amended and Restated Collaboration Agreement (this "Amendment") is dated as of May 1, 2020 (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 certain Amended and Restated Collaboration Agreement dated as of January 1, 2019 (the "Original Agreement").

WHEREAS the Parties now desire to amend the Original Agreement to revise: the Term, the license grant to the University, the liability of the Parties and clarify the funding terms going forward.

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. As of the Effective Date Section 1 of the Original Agreement shall be amended to add the following Definition:
 - x. "QUVA Developed IP" shall mean all Sponsor Developed IP and University Developed IP developed as of 1 May 2020."
2. Section 3a. and 3b. of the Original Agreement shall be deleted in its entirety and replaced with the following:
 - a. The University shall fund the Projects with a total in kind contribution (including government sponsorships in particular the PPS allowance) with a value of Four Hundred Three Thousand Three Hundred Fifty Euro (€403,350) per year, according to the budget, as attached as Appendix B to this Amendment. The Sponsor shall fund the Projects, as defined in the Appendix A with a total amount of Seven Hundred Fifty Thousand Euro (€750.000) per year in cash, according to the budget, as attached as Appendix B to this Amendment. 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 July 31st of each year and the second installment of €375.000 Euro will be due before January 30th of each year. All amounts are in Euro and are inclusive of any and all costs, if applicable, and other (withholding) taxes, associated with funding the Projects, excluding VAT. 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) per year to the University as consideration for the transfer of all QUVA Developed IP to the Sponsor. This additional Twenty-Five Thousand Euro (€25,000 Euro) shall be paid each year with the second installment as set forth above in Section 3.a.
3. Section 10 a. of the Original Agreement shall be deleted in its entirety and replaced with the following:

Term. The obligations of both Parties are contingent on having the PPS allowance granted to the UvA in accordance with the budget. The term of this Agreement shall be from the Effective Date and shall continue until May 1, 2025 unless terminated sooner as herein provided (the "Term"). After the Term, the Parties may extend the Term upon written mutual agreement.

4. Section 6(f) of the Original Agreement shall be amended as follows:

The reference to Section 6(k) shall be replaced with a reference to Section 6(h).

5. Section 6(h) of the Original Agreement shall be deleted in its entirety and replaced with the following:

Educational Use. Subject to the terms and conditions of this Agreement, Sponsor hereby grants to University a limited, revocable (but only in the event University is in material breach of this Agreement), non-transferable, non-exclusive, royalty-free license to reproduce, create derivative works of, display and perform the QUVA Developed IP, in each case solely for University's own, internal non-commercial research and educational use. No other licenses or other rights, either express or implied, are granted by the Sponsor under or to the QUVA Developed IP pursuant to the terms of this Agreement. Specifically, no license or other rights are granted by virtue of this Section 6(h) to sell, offer for sale, make, have made or import any QUVA Developed IP. In addition, and notwithstanding anything to the contrary in this Agreement, University further acknowledges and agrees that no license or other right is granted under this Section 6(h) to use any QUVA Developed IP for any revenue-bearing or commercial purpose, or under any patents to manufacture, import, sell, offer to sell or dispose of any technology, products or services.

6. Section 12 of the Original Agreement shall be amended to add the following subsection c:

c. With respect to liability resulting from breaches of Section 9 (Confidentiality) or misappropriation or infringement of the other Party's Intellectual Property Rights, 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 Twenty Million Dollars Euro (€20,000,000 Euro) in any single calendar year. 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.

7. All capitalized terms not defined in this Amendment have the meanings ascribed to them in the Original Agreement.
8. Except as modified by this Amendment, all other terms of the Original Agreement will remain in full force and effect.
9. This Amendment, together with the Original Agreement, constitutes the entire agreement of the Parties with respect to the subject matter of the foregoing, and supersedes all prior representations, understandings and agreements between the Parties with respect thereto. No amendment to this Amendment shall be binding unless in writing and signed by authorized representatives of the Parties. If there are any conflicts or inconsistencies between a term or condition of this Amendment and a term or condition of the Original Agreement, the term or condition of this Amendment will control. Each Party represents and warrants to the other that this Amendment has been duly authorized, executed and delivered by it and constitutes a valid

Confidential & Proprietary

and legally binding agreement with respect to the subject matter contained herein. This Amendment shall be governed by and construed in accordance with the same state laws that govern the Original Agreement, without regard to the choice of laws principles thereof. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. The Parties intend to sign and deliver this Amendment by electronic or facsimile transmission. Each Party agrees that the delivery of this Amendment by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each Party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Amendment by all Parties to the same extent that an original signature could be used.

IN WITNESS WHEREOF, the Parties have executed this Amendment by their duly authorized representatives as of the Effective Date.

Qualcomm Technologies, Inc.	Universiteit van Amsterdam
By:  Name:  (Printed Name) Title: <u>Sr. V.P. Engineering</u> Date: <u>April 29, 2020</u>	By:  Name:  (Printed Name) Title: President of the Board Date: April 21, 2020

Appendix A Projects
Appendix B Budget

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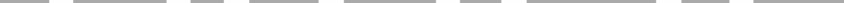
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WP title & acronym	WP6: Quantum ML
WP leader	[REDACTED]
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Appendix B Budget

Budget



	Start	End	# FTE	PM	Costs
Personnel costs (€)					
PhD students	TBD	TBD			
Senior Researcher / Assistant Professor	1-5-2020	30-4-2025			
Professor	1-5-2020	30-4-2025			
Administrative secretary	1-5-2020	30-4-2025			
Engineering support officer	1-5-2020	30-4-2025			
Material costs (€)					
Consumables / Equipment / HPC capacity					
Travel costs (bench fee)					
Master students (internships)					
Patent awards					
Total costs (€)					5,766,750
Funding					5,766,750
Qualcomm Technologies*)					3,750,000
RVO – PPS funding					1,125,000
University of Amsterdam					891,750

*) an additional tuition fee of 15,000 per year will be charged for external PhD students (not included in this budget)

Collaboration Agreement Booking.com, TU Delft, And University of Amsterdam

This PhD Projects Collaboration Agreement (hereinafter referred to as “Agreement”) is made as of April 1, 2021 (“Effective Date”) between:

Booking.com B.V., chamber of commerce number 31047344, having its office at Herengracht 597, 1017 CE Amsterdam, the Netherlands, hereinafter referred to as “**Booking**”, also acting for the benefit of its Affiliates; and

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

Technische Universiteit Delft, having its office at Stevinweg 1, Delft, the Netherlands, hereinafter referred to as “**TU Delft**”;

hereinafter UvA and TU Delft together also referred to as the “Knowledge Institutes”,

hereinafter the Knowledge Institutes together with Booking referred to as the “Parties” and separately as “Party”.

WHEREAS

1. UvA and TU Delft conduct research through industry labs with the business sector, government and other knowledge institutes in the field of Artificial Intelligence under the name of Innovation Centre for Artificial Intelligence (ICAI);
2. Booking wishes to collaborate with UvA and TU Delft to set up an industry lab under the ICAI program in order to collaborate on Projects in the Field of Use (as that term is defined below) through performance of research projects involving UvA’s and TU Delft’s PhD students and Postdoc’s, overseen by UvA and TU Delft professors, which Projects shall be co-funded by Booking;
3. Parties will strive to make all Foreground and publications derived from a Project commonly available to the extent possible in line with the National Plan Open Science (VSNU).
4. Parties wish to lay down in this Agreement the terms and conditions that will govern their collaboration and each such Project.

NOW, THEREFORE, THE PARTIES HAVE AGREED AS FOLLOWS:

Article 1 - DEFINITIONS

The following definitions shall apply:

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

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

Article means any article in this Agreement.

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

- a) developed or obtained by a Party prior to the commencement of a Project, or;
- b) developed or obtained by a Party subsequent to the commencement of a Project, but independently of the Project.

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.

Effective Date means the date first written above.

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.

Export Control Laws means any and all applicable export laws, restrictions or regulations, including but not limited to United Nations trade sanctions, Dutch, or EU legislation or regulations, which impose (arms) embargoes, any relevant economic export embargoes and/or control the export of goods, technology or software, including but not limited to weapons of mass destruction, means to deploy or produce weapons of mass-destruction and arms, military, paramilitary and security equipment and dual-use items (items

designed for civil use but which can be used for aforementioned purposes) and certain drugs and chemicals.

Field of Use means applications of artificial intelligence to the specific domain of online travel booking and recommendation service systems.

Foreground means any tangible or intangible output of a Project, such as data, knowledge or information, that is generated in a Project, whatever its form or nature, whether or not it can be protected, as well as any rights attached to it, including Intellectual Property Rights.

Information shall mean all unpatented information including without limitation, drawings, specifications, photographs, samples, models, processes, procedures, instructions, reports, articles, correspondence, and all other technical or commercial information, data and documents of any kind whatsoever.

Intellectual Property Rights or IPR means all protection forms of intellectual property rights including patents, petty patent, copyright, utility models, trademarks, trade or business names, database rights, service marks, model rights (including semiconductor topography rights), right to mask work of integrated circuit and any other form of protection afforded by law to inventions, models or technical Information, and applications therefore, including Trade Secrets but excluding copyrights to publications by the Parties.

IDF means an invention disclosure form used by UvA and TU Delft to provide information to Booking about a new invention that potentially is patentable, as provided in **Appendix E**.

Master Student means a master student enrolled in a master program of the UvA or TU Delft.

Permissive OSS Licenses is any non-Copyleft License that permits a licensee to freely amend or 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 information as defined under the GDPR, i.e. any information relating to an identified or identifiable natural person (‘data subject’).

PhD Student means a PhD Student employed by UvA or TU Delft with the ultimate aim to earn a PhD degree as governed by the academic graduation statutes and standards (*promotiereglement*) as established by each institute individually in line with the VSNU regulations *and* participating in a Project under the terms of this Agreement. In case of conflict the statutes always will take precedent as established in article 7 sub 18 of the Dutch Higher Education and Research Act.

Postdoc means a post-doctoral researcher employed by UvA and/or TU Delft and participating in a Project.

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

Project means each collaboration project in the Field of Use to be conducted under this Agreement in accordance with the executed Project Plan.

Project Manager means the person in charge of the activities, as specified in article 3.

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.

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

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

Trade Secret means, according to the "Wet bescherming bedrijfsgeheimen", information which meets all of the following requirements:

- (a) it is secret in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question;
- (b) it has commercial value because it is secret;
- (c) it has been subject to reasonable steps under the circumstances, by the person lawfully in control of the information, to keep it secret;

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 Projects, which shall include the Collaboration Objectives, the Parties have jointly defined to be achieved by UvA and TU Delft, as set out in **Appendix D**. The 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 shall be duly executed by the authorized representatives of all Parties. Each executed Project Plan will be 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 Projects and to contribute such resources as are allocated to each of them in the executed Project Plans.
- 2.4 Neither this Agreement, nor any provision of this Agreement, shall be considered or treated as precedent for purposes of the Parties' future dealings, collaboration agreements or otherwise, under any condition whatsoever, for any involved, affiliated or otherwise associated party.

Article 3 – GOVERNANCE

- 3.1 This cooperation will be organised as the “B.RAIN (Booking Research in Artificial Intelligence Network) Lab”, located at the premises of the UvA and TU Delft at respectively Science Park, Amsterdam and Stevinweg 1, Delft and at the premises of Booking in Amsterdam, with the following governance structure, as laid down in the Organization Chart, attached hereto as Appendix A1:
 - a. Governing Board: Parties will establish a Governing Board comprised initially of three (3) members (the “Governing Board”). One member shall be chosen by Booking, the other members by the UvA respectively TU Delft. The Governing Board will be the highest decision making body. All decisions of the Governing Board must be unanimous to have any effect.
The Governing Board shall be responsible for amongst others:
 - Approving the Project Plan and the annual update of the same;
 - Approving annual budgets;

- Reviewing the yearly financial report;
 - Recommending the addition of any third party as a party to this Agreement;
 - Making a proposal for the appointment or discharge of the Director(s) of the B.RAIN;
 - Monitoring progress of the Projects in the Lab.
- b. **Steering Committee:** the Steering Committee will be represented by UvA, TU Delft, and Booking and is responsible for the academic output of the Lab. All parties will each appoint a Director B.RAIN: these Directors shall be jointly responsible for:
- Proposing the annual update of the Project Plan to the Governing Board;
 - Preparing and presenting the quarterly reports to the Governing Board;
 - Proposing the annual budgets, and
 - Coordinating the publication of any research papers, inter alia ensuring the appropriate prior consultation with Booking in accordance with article 8 of this Agreement.
- c. **Supervisors:** Supervisors are the involved (associate) professors of the Knowledge Institutes. They are responsible for:
- Hiring PhD's and Postdoc researchers for the Lab in agreement with the Steering Committee;
 - The supervision of the PhD students and Postdocs of the lab.
- d. **Project Manager Knowledge Institutes:** the Project Manager will be employed by one of the Knowledge Institutes and shall be responsible for:
- Updating running and preparing new annual plans and budget of the lab;
 - Keeping track of expenses made from the lab budget;
 - Preparing two monthly Software reports and quarterly scientific reports;
 - Daily communication with the representatives of Booking and UvA and TU Delft;
 - Setting up and keeping records and registers, like for IDF's and master students involved in the Lab and
 - Preparing the meetings of the Steering Committee and the Governance Board.

Article 4 – EXECUTION OF THE CO-OPERATION AND FINANCING

- 4.1 After consultation with Booking, Knowledge Institutes shall appoint PhD Students who shall be scientifically qualified to perform the work under a Project. Knowledge Institutes will arrange for the supervision of the PhD Students. Booking shall supervise the PhD Students when at Booking's premises, which PhD Students are required to follow the rules and regulations that are applicable to visitors of the relevant Booking sites. In order to safeguard the foregoing, the Parties agree to sign an additional Non-Disclosure Agreement ("NDA's") at the discretion of Booking, covering the

activities undertaken by PhD Students at Booking's premises during the Project. The Knowledge Institutes will only sign this NDA after the PhD Student has duly noted the content of this NDA. A model NDA will be attached to this Agreement (**Appendix E**).

- 4.2 In case, during the course of a Project, a specific PhD Student is no longer employed on the Project, a suitable replacement will be appointed. If this occurs up to one (1) year after the start of a Project, a new PhD Student will be appointed. If this situation occurs after the first year but before the end of year four (4) a Postdoc will perform the remainder of the research.
- 4.3 Knowledge Institutes undertake to use reasonable effort:
- (a) to perform on time the tasks and work packages assigned to it in the Project Plan and to make available required rights and information on time to Booking under the terms and conditions of Article 7;
 - (b) to participate actively with Booking 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.
- 4.3 Booking undertakes to use reasonable effort:
- (a) to perform on time the tasks and work packages assigned to it in the Project Plan and to make available required rights and information on time to Knowledge Institutes under the terms and conditions of Article 7;
 - (b) to participate actively with the Knowledge Institutes in the performance of, or to perform itself as the case may be, such organisational tasks as are assigned to it.
- 4.4 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 and the transfer and grant of rights to Booking under this Agreement, Booking shall pay to the UvA, acting also on behalf of TU Delft, during the term of this Agreement to the maximum amount of EUR 2,800,000.00 (two million eight hundred thousand euro) (excluding VAT) in separate instalments and according to the payment terms as set out in **Appendix B**. UvA is responsible for the further payment to TU Delft and indemnifies Booking from financial disputes between TU Delft and UvA.

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 regarding Party/Parties and only be on terms, which enable that Party/Parties 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/Parties, 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. The other Party shall deal exclusively with the subcontracting Party and the subcontracting Party is responsible for the performance of any part of its work on the Project to the other Party/Parties at all times.
- 5.3 Each Party shall ensure that all Foreground generated by a Subcontractor through the engagement of a Subcontractor by a Party to carry out any part of that Party's work on the Project shall be vested in or assigned to the Party who engages the Subcontractor, subject to the further provisions of Article 7.

Article 6 - CONFIDENTIALITY

6.1.1 Subject to Article 6.3, all information of whatever nature or form disclosed by a Party or its Affiliates (the "Disclosing Party") to the other Party/Parties or its Affiliates (the "Receiving Party") in connection with the Project after the Effective Date, and which is:

- (a) 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; and
- (b) when disclosed in tangible form, was marked as "Confidential" at the time of such disclosure; 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; and
- (b) for the purpose of performing obligations pursuant to this Agreement.

- 6.1.3 Each Receiving Party undertakes to apply for the security of Confidential Information at least the same degree of care as it applies for the security of its own Confidential Information (but in any case shall apply not less than reasonable care) and, subject to Article 6.5, not to disclose Confidential Information to any third party, excluding Affiliates, without the prior written consent of the Disclosing Party, which permission shall not be unreasonably withheld or delayed.
- 6.2 For any Confidential Information, the period of confidentiality shall be until five (5) years from the moment of disclosure by the Disclosing Party to the Receiving Party.
- 6.3 No information disclosed by any Disclosing Party shall be deemed to be (or to remain) Confidential Information for the purposes of this Agreement, to the extent that any Receiving Party can show that the information concerned:
- (a) was publicly available at the time of disclosure or has become publicly available by no wrongful act or omission on the part of the Receiving Party or any of its Affiliates;
 - (b) was in the possession of the Receiving Party or one of its Affiliates without confidentiality obligation at the time of disclosure;
 - (c) was lawfully obtained by the Receiving Party or any of its Affiliates from a third Party without an obligation of confidentiality; or
 - (d) was developed by the Receiving Party or any of its Affiliates independently from the other Parties' Confidential Information.

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

- 6.4 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure: (i) notify the Disclosing Party; and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.
- 6.5.1 For the avoidance of doubt, the confidentiality obligations under this Agreement shall not be interpreted so as to prevent the communication of any information to any Affiliate or 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: (i) ensure that appropriate arrangements are in place prior to any such disclosure, to protect the Confidential Information to a similar degree as provided in Article 6.1; and (ii) use reasonable endeavours to ensure compliance with such arrangements.

Background

Group	U.S. born	Foreign born	U.S. born, foreign born	Total
Total	80%	80%	80%	80%
U.S. born	80%	80%	80%	80%
Foreign born	80%	80%	80%	80%
U.S. born, foreign born	80%	80%	80%	80%

Page 10 of 42

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Article 8 - PUBLICATIONS

- 8.1 A Party shall not be allowed to publish about the Project or disclose Foreground to third parties, unless the other Party/Parties has given prior written approval in accordance with the publication procedure mentioned in Article 8.2 of this Agreement. Such approval by the other Party/Parties shall not be unreasonably withheld or delayed.
- 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, (ii) that the proposed publication includes the Confidential Information of the objecting Party. The proposed publication shall not take place until the expiry of the above period of thirty (30) days unless the other Party approves the proposed publication earlier. Parties shall use reasonable endeavours to approve such a publication of the other Party with undue delay. In the absence of any objection within the above-mentioned period, it is deemed that the Parties agree to the proposed publication.

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

If the objection is based on the fact that the proposed publication contains or refers to Foreground IPR for which protection can be applied (i), the intended publication can be delayed for up to a subsequent period of three (3) months to allow an application for IPR to be filed or to modify the publication. As from the expiration of this term, the Knowledge Institutes will be entitled to publish the proposed publication.

- 8.3 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>).
- In the case that other conditions are imposed on the publication, the Governing Board may decide to use a different kind of license.
- 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 which includes their Foreground or Background.

Article 9 - LIMITATION OF LIABILITY

- 9.1 Knowledge Institutes shall perform their duties under this Agreement observing recognized scientific and academic standards and according to the normal custom and practice of a reasonable research institution.
- 9.2 The Parties acknowledge that works performed, and results obtained under this Agreement are of an experimental and research nature, and therefore neither Party provides any guarantee that a

particular result will be obtained or that the results will be usable for any specific purpose, including but not limited to commercial purposes.

- 9.3 Unless otherwise explicitly agreed by the Parties in this Agreement, in supplying any information, materials to the other Party each Party undertakes to use all reasonable endeavours to ensure the accuracy thereof and (in the event of any error therein) promptly on becoming aware, to correct the same, but the supplying Party shall be under no further obligation or liability in respect of the same, and no warranty condition or representation of any kind is made, given or to be implied in any case as to the sufficiency, accuracy or fitness for purpose of such information or materials of third parties by the use of such information and materials, and the recipient Party shall in any case be entirely responsible for the use to which it puts such information and materials.
- 9.5 Unless agreed otherwise in writing, each Party shall be solely liable for any loss incurred by, or damage or injury to third parties resulting from its permitted use of Foreground and/or Background.
- 9.6 No Party shall be liable in respect of infringement of any patent or other right of any third party resulting from the other Party (or any of its Affiliates) exercising any of the access rights granted under this Agreement.
- 9.7 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.
- 9.8 Each Party shall indemnify and hold harmless the other Party from any claims from third parties due to damage caused by the application of Foreground by or through the indemnifying Party.
- 9.9 For any remaining liability, a Party's aggregate liability towards the other Parties, shall be limited to the amount of remuneration agreed to be paid under the relevant individual Project.

Article 10 – DATA PROTECTION

- 10.1 The Parties will obey any applicable data protection laws and will obligate their respective assignees to obey such data protection laws.
- 10.2 Each Party that transfers Personal Data under this Agreement to the other Party/Parties warrants that:
- a. it has obtained Personal Data, if any, in compliance with all applicable laws and regulations, especially including without limitation the European General Data Protection Regulation and other laws and regulations applicable to the activities of such Party (hereinafter “Applicable Regulations”);

- b. it has the authority to disclose Personal Data, if any, to the other Party under this Agreement, and that where legally required and relevant, have obtained appropriate informed consents from all persons involved, all in compliance with the applicable law;
 - c. the Personal Data is of adequate quality as to serve the purpose of the activities for which the Personal Data will be used under any Project.
- 10.3 In the event of the use of Personal Data, the Parties will conclude appropriate processing agreements to guarantee all rights and obligations.
- 10.4 Either Party warrants that, in exercising its rights pursuant to this Agreement, it shall not and nor shall its or its Affiliates' employees' or subcontractors' breach or compromise, directly or indirectly, compliance with any Export Control Laws. Either Party shall indemnify and hold the other Party/Parties harmless against any claims, causes of action, liabilities, damages, fines, costs, fees, and expenses (including attorney and other professional fees and expenses), arising out of its failure to comply with Export Laws. If, in the context of the Agreement, an export or import permit must be issued by a government and/or any government body pursuant to export laws or regulations, or delivery is restricted or prohibited in any other way due to export laws or regulations, the other Party/Parties may proceed to suspend the license or transfer of IPR and Trade secrets until the required permit has been issued or for the duration of the relevant restriction and/or prohibition or until the termination of the Agreement. If the required permit has not been issued within a period of three months, the other Party/ies shall have the right to cancel or abandon Foreground Intellectual Property Rights registered in their name.
- 10.5 Compensation claims shall be excluded in case of any restriction resulting from import or export laws and regulations and/or in case of any delay in the granting or extension of an import or export license or of any other governmental authorization on the condition that the Party suffering from governmental restriction or delay can give evidence that it uses reasonable efforts to fulfil its tasks properly and in time.

Article 11 – START - DURATION – TERMINATION

- 11.1 This Agreement shall enter into force at the Effective Date under the condition precedent (in Dutch: opschortende voorwaarde) that the PPS allowance is granted to UvA (and TU Delft) in accordance with the budget as laid down in **Appendix B**. 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.
- 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 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 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 At the end of the first year of each Project, an evaluation of each PhD Student will take place jointly between the respective 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 Knowledge Institute has decided, after having consulted Booking 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 or to amend (e.g. by assigning a postdoc as a replacement for the departing PhD Student as free of charge and as a replacement right) this Agreement with respect to the affected Project. A termination shall take place 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 Booking for such a Project shall be refunded by UvA/TU Delft to Booking on a pro rata basis.
- 11.4 The provisions of Article 6, 7, 8, 9 and 10 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.

Article 13 – SETTLEMENT OF DISPUTES

- 13.1 In the event of a breach by a Party of its obligations under this Agreement, the injured Party will give formal notice to the Party allegedly in breach requiring that such breach will be remedied within a reasonable period of time but in any case no later than thirty (30) calendar days from the date of receipt of the written notice by the injured Party.
- 13.2 If such a breach is not remedied within that period or if the Party responsible is not capable of remedy, or in the event of a dispute arising in the Governing Board that cannot be solved within the relevant governing body, the Parties shall instruct a senior executive from Booking and a Dean (Decaan) or member of the Executive Board (College van Bestuur) from UvA and TU Delft to explore within 45 days after the expiry of the 30 day term in article 13.1 an amicable solution or work-

around. After the expiry of this term without a solution satisfactory to all Parties, dispute resolution as per section 13.3 may be initiated.

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

Article 14 – APPLICABLE LAW

14.1 This Agreement shall be construed according to and governed exclusively by the laws of The Netherlands, without reference to conflict of law principles.

Article 15 – AMENDMENTS - SEVERABILITY

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

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

UvA Contact Person :	
Address: Science Park 904	
Place: 1098 XH Amsterdam	
Country: the Netherlands	
Telephone: +31 20 525	
E-mail :	uva.nl

TU Delft Contact Person :	
Address: Stevinweg 1	
Place: Delft	
Country: the Netherlands	
Telephone: 015	/ 015
E-mail :	@tudelft.nl @tudelft.nl

Booking Contact Person :	
Address:	Herengracht 597
Place:	1017 CE Amsterdam
Country:	the Netherlands
Telephone:	+31 20
E-mail :	@booking.com

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:

Booking.com B.V.

Universiteit van Amsterdam

Signature:.....

Signatur

Name:.....

Name: Prof. Geert T.M. ten Dam

Title:

Title: President Executive Board

Date:

Date:13 January 2021

Technische Universiteit Delft

Signature:.....

Name:.....

Title:

Date:

Appendix A - Project Plans

[illegible]

Research Line: Information retrieval	
WP title & acronym	WP3: Bridging online and offline evaluation
WP execution	New PhD student, supervised by

----------	----------

[illegible]

[illegible]





Appendix B – Budget

Begroting voor contract met Booking.com en aanvraag PPS-subsidie RVO			
	FTE	Costs per fte	Total costs
<u>Eligible costs RVO</u>			
<i>Personnel costs</i>			
Promovendi - 4 UvA, 2 TUD	6,0		€
Postdocs - 1 UvA, 1 TUD	2,0	€	€
Professors - 1 UvA, 1 TUD	0,4	€	€
Research assistants (TBD)			
<i>Material costs</i>			€
Equipment and consumables			€
Travel costs			€
Subtotal eligible costs RVO			€
<u>Ineligible costs RVO</u>			
<i>Personnel costs</i>			
Project manager - 1 UvA	0,4		
Total project costs			€4,481,000
<u>Funding</u>			
Industry partner			€2,800,000
RVO - PPS (government subsidy)			€840,000
Knowledge institutes			€841,000
Total project funding			€4,481,000

Payment schedule for Booking Funding

Installment	Disbursement Date	Amount
Payment 1 (First)	30 April 2021	€ 140,000
Payment 2	31 July 2021	€ 140,000
Payment 3	31 October 2021	€ 140,000
Payment 4	30 January 2022	€ 140,000
Payment 5	30 April 2022	€ 140,000
Payment 6	31 July 2022	€ 140,000
Payment 7	31 October 2022	€ 140,000
Payment 8	30 January 2023	€ 140,000
Payment 9	30 April 2023	€ 140,000
Payment 10	31 July 2023	€ 140,000
Payment 11	31 October 2023	€ 140,000
Payment 12	30 January 2024	€ 140,000
Payment 13	30 April 2024	€ 140,000
Payment 14	31 July 2024	€ 140,000
Payment 15	31 October 2024	€ 140,000
Payment 16	30 January 2025	€ 140,000
Payment 17	30 April 2025	€ 140,000
Payment 18	31 July 2025	€ 140,000
Payment 19	31 October 2025	€ 140,000
Payment 20 (Final)	30 January 2026	€140,000

Payment conditions

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

Appendix C - Netherlands Code of Conduct for Research Integrity

https://www.vsnu.nl/en_GB/research-integrity

Appendix D - Collaboration Objectives

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

Output

Government	Percentage
Current government	85%
Previous government	15%

Government	Percentage
Current government	85%
Previous government	15%

Government	Percentage
Current government	85%
Previous government	15%

Age Group	Percentage
18-29	15%
30-49	75%
50-69	65%
70+	70%
80+	68%
90+	72%



Appendix E - Model Non-Disclosure Agreement (NDA)

THE UNDERSIGNED:

1. **BOOKING.COM B.V.**, a private limited liability, organised and existing under the laws of the Netherlands, with its corporate seat in Amsterdam, the Netherlands, and business address at Herengracht 597, 1017 CE Amsterdam ("**Booking.com**"); and
2. **Universiteit van Amsterdam**, having its office at Spui 21, 1012 WX Amsterdam, the Netherlands, hereinafter referred to as "**UvA**"; [or]

Technische Universiteit Delft, having its office at Stevinweg 1, 2628 CN Delft, the Netherlands, hereinafter referred to as "**TU Delft**";

hereinafter UvA [or] TU Delft referred to as the "**Receiving Party**",

hereinafter the Receiving Party and Booking.com jointly referred to as the "**Parties**".

WHEREAS:

- (a) Booking.com has entered into a separate agreement with the UvA and TU Delft to co-fund a research program ("**PhD Projects Collaboration Agreement**") and set-up a joint lab to conduct research activities;
- (b) pursuant to the PhD Projects Collaboration Agreement, Postdocs, Project Managers, PhD Students or other persons deployed by UvA and/or TU Delft (hereafter: "**Researcher**") will perform research activities from time to time at the Booking.com premises (hereafter: the "**Purpose**");
- (c) pursuant to the Purpose, Researcher will have access to and become acquainted with various (highly aggregated), data, information and documentation, including certain confidential information and documentation regarding Booking.com, its affiliated companies and their businesses;
- (d) in consideration of the foregoing, the Parties have agreed to enter into additional conditions as to the Purpose providing for confidentiality undertaking of Receiving Party under the following terms and conditions in this agreement (hereafter "**Agreement**").

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. Definitions and interpretation
"**Confidential Information**" means any and all information and documentation rendered and/or (to be) submitted after the commencement date of this Agreement, by Booking.com to Researcher on the Booking.com premises regarding Booking.com (including its products, services and affiliated companies) and any documents produced by Researcher which contain or reflect any information specified in this paragraph. Confidential Information also includes, but is not limited to all other written and/or oral information (to be) submitted by Booking.com on the Booking.com premises relating to the Purpose and which may consist of confidential or proprietary data or information relating to Booking.com's strategy, operations, processes, products, business and services, such as (a) (business/marketing/operational) strategy and plans, market opportunities and business affairs, prospects and outlook and financial information, (b) business, financial, technical and operational information and specifications (including usage statistics, ranking data, information in respect of rate, product and availability parity, pricing policies, transaction volume, conversion data and volume of click-throughs and other related statistics), (c) know-how, copyrights, inventions, , design rights, samples, any software or information regarding software provided or used by Booking.com in connection with this Agreement, (d) personal (customer) data, (e) agreements and contracts (including any translation thereof), the terms of this Agreement, and (f) all other relevant and/or material information, data and know-how, technical or otherwise, included therein and such other non-public information that either a disclosing party designates as being private or confidential or of which a receiving party should reasonably know that it should be treated as private and confidential.
- 1.2 This Agreement shall apply to Confidential Information regardless of its form or medium, whether conveyed orally, visually, electronically or in writing, and whether or not it is designated as

"confidential".

2. Confidentiality

2.1 Receiving Party specifically agrees and covenants that:

- (i) it will safeguard and keep the Confidential Information strictly secret and confidential, and it will not, in any fashion, form or manner, either directly or indirectly, divulge, transmit, allow access to, publish, disclose, distribute, communicate, or otherwise disseminate the Confidential Information to any (third) party, person, firm or legal entity in any manner whatsoever, except the Confidential Information necessarily should be shared with third parties in relation to the research activities;
- (ii) it will not use any Confidential Information except as may be required in relation to the Purpose;
- (iii) it will not copy, reproduce or store in an unprotected retrieval system or data base the Confidential Information, except as may be required in relation to the research activities;
- (iv) it will not deliberately (try to) access any systems and/or data outside the scope of the Purpose.

2.2 The obligations specified in this Clause 2 shall not apply with respect to any Confidential Information which:

- a. the Receiving Party can prove has been known to the Receiving Party prior to the time of its receipt pursuant to this Agreement; or
- b. is in the public domain at the time of disclosure or thereafter enters the public domain without breach of the terms of this Agreement on the part of the Receiving Party; or
- c. the Receiving Party can prove becomes known to the Receiving Party through disclosure by sources other than Booking.com, having a right to disclose such information; or
- d. the Receiving Party can prove has been developed independently by an employee of the Receiving Party who has not had access to any of the Confidential Information of Booking.com; or
- e. is disclosed pursuant to the requirement of a governmental agency or any law requiring disclosure thereof, provided that Booking.com is provided with prior written notice of any such disclosure.

2.3 Receiving Party agrees to immediately inform Booking.com of any (threatening) breach of the provisions of this Agreement and/or unauthorized use and/or (mandatory) disclosure of the Confidential Information by or through itself, whether pursuant to, or required by, applicable law, regulation or legal process, or otherwise.

2.4 Receiving Party agrees to immediately inform Booking.com of any (access) keys, tokens or the like access means - if and when applicable - being lost or compromised.

2.5 Receiving Party acknowledges that it will not refer to Booking.com and/or describe Booking.com's business in any materials, including but not limited to press releases or similar publications and marketing campaigns or commercials, and/or on Receiving Party's website or otherwise publicly refer to the Agreement and/or to the (potential) (business) relationship between Receiving Party and Booking.com, unless in accordance with the PhD Projects Collaboration Agreement.

2.6 In order to safeguard the provisions in Clause 2 of this Agreement, Receiving Party will ensure that the Researcher involved have duly taken notice of this Clause 2.

3. Term and termination

3.1 This Agreement shall commence on the date hereof and shall remain in force for two (2) years unless terminated by either Party in accordance with Clause 3.2 below.

3.2 Either Party may terminate this Agreement at any time for any reason by giving to the other Party no less than 14 days written notice.

3.3 Notwithstanding the provisions of Clauses 3.1 and 3.2, the obligations in Clause 2, 4 and 5 (and such other clauses that by nature survive termination) shall remain in force and binding for a further period of five (5) years following from the moment of disclosure of the Confidential Information and the date of termination or expiration of this Agreement.

4. Miscellaneous

- 4.1 In the event that any provision of this Agreement is for any reason held to be unenforceable, such unenforceability shall not affect any other provisions of this Agreement, and this Agreement shall be construed and enforced as if such unenforceable provisions had never been contained herein.
- 4.2 This Agreement is not to be regarded as the granting of any (sub-) licence, exploitation right or any other similar right by Booking.com to Receiving Party, its affiliated companies and/or parent companies.
- 4.3 The provisions of this Agreement shall remain in full force and effect and shall survive (full or partial) termination of this Agreement or the cooperation between Booking.com and Receiving Party. Upon first request of Booking.com, Receiving Party will ensure promptly return to Booking.com any and all Confidential Information (including any 'hard' and 'soft' copies or reproductions, as well as all tangible materials), and will, at the request of Booking.com confirm in writing to Booking.com that all such information has been returned. Insofar the Confidential Information cannot be returned or is stored in a retrieval system or data base, Receiving Party will ensure that the Researcher shall immediately destroy and/or delete and/or keep secret all Confidential Information (as well as any ('hard'/'soft') copies or reproductions). All Confidential Information used by, or furnished, disclosed to Receiving Party/Researcher shall remain property of Booking.com.
- 4.4 Nothing in this Agreement shall constitute any obligation for a Party to enter into any further agreement(s) or negotiations with the other Party or obtain or deliver any goods or services from (/to) the other Party, and each Party reserves the right, in its sole discretion, to terminate the discussions under, set out in and/or contemplated by this Agreement at any time and at its sole discretion.
- 4.6 Regarding the liability of the Receiving Party, the regulation applies according to the PhD Projects Collaboration Agreement as laid down in Clause 4.6 and 9 (entirely) of the PhD Projects Collaboration Agreement.
- 4.7 In case the terms of this Agreement conflict with the terms of the PhD Projects Agreement, the PhD Projects Agreement will prevail.

5. Governing law/jurisdiction

This Agreement is governed by, and shall be exclusively construed in accordance with, Dutch law and any dispute arising out of or in connection with this Agreement or further agreements resulting from this Agreement shall be exclusively resolved by and shall be submitted to the competent courts of Amsterdam, the Netherlands.

The foregoing also applies for preliminary relief proceedings arising out of or in connection with this Agreement.

THUS AGREED and signed in twofold on [___], 2020.

Booking.com B.V.

by:

its:

UvA [or] TU Delft

by:

its:

CONTENT DULY NOTED by:

Name Researcher:

Date:

Appendix F - Invention Disclosure Form (IDF)

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

Pxxx

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

WPxx

Inventors

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

Project name (if any)

Department/Business Unit (if any)

Head of PU/BU (if any)

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

Background & Solution

1. Name your Invention.

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

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

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

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

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

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

Supporting information

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

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

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

7. Has this invention been simulated or prototyped?

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

8. Is the invention somehow related or linked to a Booking 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-Booking entity?

University of Amsterdam (... .. 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 G Background included

According to the definition in article 1 Background is defined as “IPR (...) that is Needed for implementation of the Project or for Exploitation of Results”. Because of this need, access rights have to be granted in principle, but Parties must identify and agree amongst them on the Background for the project. This is the purpose of this attachment.

1. TU DELFT

As to TU Delft, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of TU Delft shall be needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Agreement.

2. UvA

As to UvA, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of UvA shall be needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Agreement.

3. Booking.com

As to Booking.com, it is agreed between the Parties that, to the best of their knowledge, no data, know-how or information of Booking.com shall be needed by another Party for implementation of the Project or Exploitation of that other Party's Results.

This represents the status at the time of signature of this Agreement.

ICAI Lab Partnership Agreement

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:

DPG Media B.V., company registered in Amsterdam, the Netherlands, having its office at Jacob Bontiusplaats 9, 1018LL Amsterdam, hereinafter referred to as “**Company**”, also acting for the benefit of its Affiliates; and

And

Jheronimus Academy of Data Science (hereinafter ‘JADS’) having its office at Sint Janssingel 92, 5211 DA ‘s-Hertogenbosch, the Netherlands, a collaboration of the legal entities:

Tilburg University¹, having its registered seat at de Warandelaan 2, 5037 AB Tilburg (hereinafter ‘TiU’), and

Technische Universiteit Eindhoven, having its registered seat at Groene Loper 3, 5612 AE Eindhoven (hereinafter ‘TU/e’)

And

Universiteit van Amsterdam, having its office at Spui 11, 1012 WX Amsterdam, the Netherlands.

JADS and UvA hereinafter individually referred to as “**University**” and jointly as “Universities”;

hereinafter the Universities together with Company referred to as the “Parties” and separately as “Party”.

WHEREAS

1. Universities 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 industry labs with industrial parties to conduct research through these industry labs with the business sector, government and other universities and knowledge institutes in the field of Artificial Intelligence under the name of **Innovation Centre for Artificial Intelligence (ICAI)**;

¹ Tilburg University gaat uit van de stichting Stichting Katholieke Universiteit Brabant

2. Company wishes to collaborate with Universities in an industry lab within ROBUST on a Project entitled "Responsible Media". ;
3. Parties wish to lay down in this Agreement the terms and conditions that will govern their collaboration in the 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.

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 the 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.

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 which processes Personal Data on behalf of and under the instructions of the Data Controller.

Effective Date means 29th April 2022.

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.

Field of Use means media, both online and offline. Company is a mediacompany, owning and operating (a) radiostation(s), newspapers, magazines, websites and apps, including (a) comparison website(s).

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

Intellectual Property Rights or IPR means patent, petty patent, utility models, model rights (including semiconductor topography rights), copyright and 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.

Lab Budget the budget laid down in **Appendix B** that applies to the activities in the Project

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 a University and subject to the confidentiality obligations and obligation to assign any Foreground to the University.

Party means a party to this Agreement.

Patent Family means any group of issued patents (including within and/or across patent jurisdictions) containing or embodying the same or substantively the same material subject matter, and entirely or substantially created in the course of performing work under this Agreement. A new Patent Family arise each time an issued patent's specification or description contains or embodies new material, in whole or in part, such that it's specification or description is substantively different from any previous Patent Family.

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, procedures, instructions, reports, articles, correspondence, and all other technical or commercial information, data and documents of any kind whatsoever).

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

Project means the collaboration project entitled “Responsible 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 the 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 12.1. of this Agreement.

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. The Parties’ cooperation under the Project shall be subject to the terms and conditions of this Agreement unless the application of the provision of this Agreement contravenes with the “NWO Regeling Subsidies 2017”, in which case the latter shall prevail over this Agreement.

- a) Each University shall (i) carry out its work in the Project in accordance with the Project Plan and 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**, (ii) participate in the Governing Board of the Project, and (iii) co-fund the Project.
- b) Company shall (i) carry out its work in the Project in accordance with the Project Plan, (ii) participate in the Governing Board of the Project, and (iii) co-fund the Project.

2.2 The Parties shall detail the Project that they will undertake under this Agreement in a Project Plan attached hereto as **Appendix A** which shall be duly executed by the authorized

representatives of all Parties. The Project Plan 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 the 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 Project Plan.
- 2.4 Each University hereby undertakes that no clinical research (involving treatment of patients) or trials shall take place under this Agreement.

Article 3 – GOVERNANCE

3.1 The Project has the following governance structure:

- a. The Governing Board: Parties will establish a governing board comprised initially of six (6) members, (the “Governing Board”). Two members shall be chosen by Company, the other four members, by two for each University. The Governing Board members will be the primary contact for each Party. Each member of the Governing Board shall have one vote. 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;
- Changes to the annual budget of the Project;
- Reviewing the yearly financial report of the Project;
- Discuss, evaluate and decide on potential extensions of the Project beyond the initial funding.
- Approving the request to have certain Software in Foreground to be published as open source software.

- b. One of the Universities will appoint a scientific director for the Project (“Director”) : The Director shall be responsible for:

- Proposing the annual update of the Project Plan to the Governing Board;
- Managing, the Lab Manager;
- Preparing and presenting the quarterly reports to the Governing Board;
- Proposing the annual budgets of the Project, and
- Preparing the Governing Board meetings.

- c. One of the Universities will appoint a Lab Manager who has the qualifications as stated in the Project Plan. The Lab Manager shall be responsible for daily activities in close cooperation with the Director:

- Guiding PhD-students scientifically in cooperation with the Director;
- Updating running and preparing new annual (scientific) plans and budget of the lab;
- Keeping track of expenses made from the Lab Budget;
- Preparing two monthly scientific reports;
- Daily communication with the representatives of Company and University;

Article 4 – EXECUTION OF THE CO-OPERATION AND FINANCING

- 4.1 After consultation with Company, a University shall appoint PhD Students who shall be scientifically qualified to perform the work under a Project. The University will arrange for the supervision of its PhD Student(s). In the event work in the Project also partially takes place at Company's premises, Company shall supervise the PhD Students at Company's premises, in which case PhD Students are required to follow the rules and regulations that are applicable to visitors of the relevant Company sites.
- 4.2 Each University shall be responsible to secure ownership of all Foreground created by any appointed PhD Students so as to vest in the University and/or Company in accordance with this Agreement.
- 4.3 Each University 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 to Company under the terms and conditions of Article 7;
 - (b) to participate actively with Company and the other University 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 its employees including the PhD Student(s) are able to effectively execute the Project;
- 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 the 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;
 - (c) to ensure its employees are able to effectively execute the Project.
 - (d) to ensure that employees of the Universities including the PhD Students working on location of Company on the Project are able to effectively execute the Project.

- 4.5 The Parties agree that Lab Budget shall apply to the activities under this Agreement. In return for the performance of the Project under this Agreement, Company shall pay to the Project , during the term of this Agreement the 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**. The distribution of the cash contribution of Company to the separate Universities shall be arranged between the Universities as set out in Appendix B.

Article 5 - SUBCONTRACTING

- 5.1 If any Party proposes to engage a Subcontractor to carry out any part of that Party's work on the Project, such engagement shall be subject to prior written approval of the other Party and only be on terms, which enable that Party to carry out its obligations under this Agreement and which are in line with the confidentiality obligations of the Parties under this Agreement. That Party shall not, without the prior written agreement of the other Party, grant to the Subcontractor any rights, including but not limited to any Background or Foreground of the other Party, 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. The subcontracting Party shall deal exclusively with the subcontracting Party and the subcontracting Party is responsible for the performance of any part of its work on the Project to the other Party at all times.
- 5.3 Each Party shall ensure that all Foreground generated by a Subcontractor through the engagement of a Subcontractor by a Party to carry out any part of that Party's work on the Project shall be vested in or assigned to the Party who engages the Subcontractor, subject to the further provisions of Article 7.
- 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 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; such as 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; and

- (b) when disclosed in tangible form, was marked as “Confidential” at the time of such disclosure; 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; or

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 any Confidential Information, the period of confidentiality shall be until two (2) years after termination of the Project.

6.3 No information disclosed by any Disclosing Party shall be deemed to be (or to remain) Confidential Information for the purposes of this Agreement, to the extent that any Receiving Party can show that the information concerned:

- (a) was publicly available at the time of disclosure or has become publicly available by no wrongful act or omission on the part of the Receiving Party or any of its Affiliates;
- (b) was in the possession of the Receiving Party or one of its Affiliates without confidentiality obligation at the time of disclosure;
- (c) was lawfully obtained by the Receiving Party or any of its Affiliates from a third Party without an obligation of confidentiality; or

- (d) was developed/ researched by the Receiving Party or any of its Affiliates independently from the other Parties' Confidential Information.

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

- 6.4 If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure: (i) notify the Disclosing Party; and (ii) comply with the Disclosing Party's reasonable instructions to protect the confidentiality of the information.

- 6.5.1 For the avoidance of doubt, the confidentiality obligations under this Agreement shall not be interpreted so as to prevent the communication of any information to any Affiliate or 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: (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.

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

Government	Percentage
Current government	100%
Previous government	0%

-
- A horizontal bar chart showing the percentage of respondents who believe the U.S. should take action to address climate change, broken down by age group. The y-axis lists age groups: 18-29, 30-49, 50-69, and 70+. The x-axis represents the percentage, ranging from 0 to 100. The bars are gray. The data is as follows:
- | Age Group | Percentage |
|-----------|------------|
| 18-29 | 85% |
| 30-49 | 95% |
| 50-69 | 98% |
| 70+ | 92% |

-
- | Government | Percentage |
|---------------------|------------|
| Current government | 85% |
| Previous government | 15% |

- | Country | Share of GDP |
|---------------|--------------|
| United States | 10.1% |
| Germany | 9.2% |
| France | 8.8% |
| Japan | 7.5% |

11/11/2016

- 
- | Responsibility | Percentage |
|---------------------|------------|
| Current government | 85% |
| Previous government | 10% |
| No government | 5% |

- | Category | Percentage |
|----------------|------------|
| Very important | 85% |
| Important | 10% |
| Not important | 5% |

-
- | Government | Percentage |
|---------------------|------------|
| Current government | 85% |
| Previous government | 15% |

[REDACTED]

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 Parties. The other 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 other 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 without affecting the scientific quality of 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 respective Party will be entitled to publish the proposed publication.

- 8.3 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 which includes their Foreground or Background.

Article 9 – WARRANTY AND LIABILITY

- 9.1 The Parties acknowledge that works performed, and results obtained under this Agreement are of an experimental and research nature, and therefore neither Party provides any guarantee that a particular result will be obtained or that the results will be usable for any specific purpose, including but not limited to commercial purposes. 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 Background and/or Data and/or Foreground will not infringe or violate any patent or other proprietary rights of any third party.
- 9.2 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.
- 9.3 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 rights granted under this Agreement.
- 9.4 No Party shall be liable to the other Party 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 9.3, 9.4 and 9.5 are also applicable on clause 9.2 (Indemnification).

- 9.5 Except under the indemnity provided in Article 9.3, and subject to Article 9.4 and 9.5, the total liability of each Party for direct damages shall be limited to once the Party's share of the Project as defined in the Project Plan.

Article 10 – DATA PROTECTION

- 10.1 Where the Project will include the provision of Personal Data to a Party or if during the course of the Project a Party will have access to Personal Data, whether in the capacity of a Data Controller or a Data Processor, the other Party shall, in relation to the 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 other Party's obligations under all applicable privacy and medical secrecy laws and regulations, including the other Party's 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 a Party to the other Party. 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) ("*verwerkersovereenkomst*") 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. However, the Project cannot start until the PPP allowance i.e. public funding has been granted to the Universities in accordance with the Lab Budget .. This Agreement shall expire after a period of five (5) years from the Effective Date or four (4) years after the appointment of the last PhD Student in the Project whichever is later ("the Term"), unless earlier terminated in accordance with the provisions of this Agreement.
- 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 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 or Foreground by the aggrieved Party/ Parties 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/ Parties (including its Affiliates) shall remain in full force and effect, unless agreed otherwise in writing.

- 11.3 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 University 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 Parties shall use reasonable endeavours to come to a solution that is acceptable to both Parties .
- 11.4 Force Majeure. Except for the obligation to make payments hereunder, neither party shall be liable or deemed in default for any delay or failure to perform any obligations under this Agreement where such delay or failure has been caused by any unforeseeable cause outside the reasonable control of that party, including fire, natural disasters, strike, riots, inevitable accidents, war, insurrections, power failure, failure by a supplier to deliver in time or any decree, ruling, decision or instruction, judgment or order issued by any authority. The Party whose performance has so been interrupted shall give the other Parties notice of the interruption and cause thereof, and shall use all reasonable means to resume full performance of this Agreement as soon as possible
- 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.

Article 13 – SETTLEMENT OF DISPUTES

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

Article 14 – APPLICABLE LAW

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

Article 15 – AMENDMENTS - SEVERABILITY

- 15.1 Amendments or changes to this Agreement, including the Project Plan, 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:

JADS Contact Person :	
Address:	Sint Janssingel 92
Place:	5211 DA 's-Hertogenbosch
Country:	The Netherlands
Telephone:	+31 (0)40
E-mail :	@jads.nl

UvA Contact Person :	
Address:	Postbus 94323
Place:	1090 GH Amsterdam
Country:	The Netherlands
Telephone:	+ 31 (0)
E-mail :	@uva.nl

Company Contact Person:	
Address:	
Place:	1018 LL, Amsterdam
Country:	the Netherlands
Telephone:	+31 (88)
E-mail :	@dpgmedia.nl

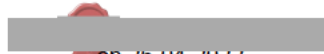
or to such address and recipients as a Party may designate in respect of that Party by written notice to the others in accordance with this paragraph.

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

The remainder of the page left intentionally blank.

ICAI LAB Agreement

DPG Media B.V.

 
on 26-04-2022

Signature:.....

Name: 

Title: CEO

ICAI LAB Agreement

Jheronimus Academy of Data Science

Technische Universiteit Eindhoven

 [Redacted]
on 26-04-2022

Signature:

Name: Robert-Jan Smits

Title: President

Tilburg University

On behalf thereof

 [Redacted]
on 26-04-2022

Signature:

Name: Mrs. A. Penners

Title: Managing Director JADS

ICAI LAB Agreement

Universiteit van Amsterdam

 [Redacted]
on 27-04-2022

Signature:.....

Name: Peter van Tienderen

Title: Dean faculty of Science

ICAI LAB Agreement

Appendix A - Project Plan

LTP – Trustworthy AI-based Systems for Sustainable Growth

Form for labs for the Full Proposal

With this form we collect information we are required to provide as part of the full proposal that we are preparing.

[Redacted content]



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
DPG Media	Private partner	800		
JADS	Knowledge institute		150	
University of Amsterdam	Knowledge institute		150	

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
DPG Media	Private partner	800		
JADS	Knowledge institute		150	

University of Amsterdam	Knowledge institute		150	
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2. Overall lab results





3. Lab description

Please limit this to two pages at most.

Lab title	REM - Responsible Media Lab
Scientific Director 1:	
Scientific Director 2:	
Lab contact	(industry) (academic)
Start date	September 1, 2022
End date	August 31, 2032

4. PhD student plans

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

Title	WP1: Transparency and Explainability of AI Systems and Decisions for News
PhD promotor(s)	
Involved partner(s)	DPG Media, UvA
Start date	September 1, 2022
End date	August 31, 2026
 	

Title	WP2: Explaining Recommendations
PhD promotor(s)	
Involved partner(s)	DPG Media, JADS, UvA
Start date	September 1, 2022
End date	August 31, 2026

[REDACTED]



Country	Very bad or bad (%)
U.S.	83
France	77
Germany	75
U.K.	73
Italy	68
Spain	67
Japan	66
China	65
India	64
South Korea	63
Canada	62
South Africa	61
Brazil	59
Argentina	58
Mexico	57
Indonesia	56
Russia	55
Australia	54
Israel	53
Uganda	52
Kenya	51
South Sudan	50
Uganda	49
Kenya	48
South Sudan	47
Uganda	46
Kenya	45
South Sudan	44
Uganda	43
Kenya	42
South Sudan	41
Uganda	40
Kenya	39
South Sudan	38
Uganda	37
Kenya	36
South Sudan	35
Uganda	34
Kenya	33
South Sudan	32
Uganda	31
Kenya	30
South Sudan	29
Uganda	28
Kenya	27
South Sudan	26
Uganda	25
Kenya	24
South Sudan	23
Uganda	22
Kenya	21
South Sudan	20
Uganda	19
Kenya	18
South Sudan	17
Uganda	16
Kenya	15
South Sudan	14
Uganda	13
Kenya	12
South Sudan	11
Uganda	10
Kenya	9
South Sudan	8
Uganda	7
Kenya	6
South Sudan	5
Uganda	4
Kenya	3
South Sudan	2
Uganda	1
Kenya	0
South Sudan	0

Title	WP3: Synergies between Platforms
PhD promotor(s)	
Involved partner(s)	DPG Media, JADS
Start date	September 1, 2022

End date	August 31, 2026

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Title	WP4: Network Perspective on the Content and User Behavior
PhD promotor(s)	
Involved partner(s)	DPG Media, JADS
Start date	September 1, 2022
End date	August 31, 2026

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Title	WP5: Generating News Content
PhD promotor(s)	
Involved partner(s)	DPG Media, UvA

Start date	September 1, 2022
End date	August 31, 2026
[REDACTED]	
[REDACTED]	
[REDACTED]	
[REDACTED]	

5. Involvement SSH

Promotor of SSH work package (WP1): [REDACTED]

Institute: Institute for Information Law (IViR)

Faculty: Law, University of Amsterdam

[REDACTED]

6. Contribution 200K NLAIC

[REDACTED]

[REDACTED]

Please complete return this form to info@icai.ai by 19 November, 2021.

ICAI LAB Agreement

Appendix B – Budget

NWO Budget

Lab4		REM Lab				
Category	fte	months				
VSNU - PhD/PDEng/MD PhD	1.0	48	University	Jheronimus Academy of Data Science		
VSNU - PhD/PDEng/MD PhD	1.0	48	University	Jheronimus Academy of Data Science		
VSNU - PhD/PDEng/MD PhD	1.0	41	University	Universiteit van Amsterdam		
Bench fee	2.0		University	Jheronimus Academy of Data Science		10,000
Bench fee	1.0		University	Universiteit van Amsterdam		5,000
Travel & Consumables			University	Jheronimus Academy of Data Science		1,128
Travel & Consumables			University	Universiteit van Amsterdam		1,127
total						735,294

Non-NWO Budget

PhD sTU Delftents						
VSNU - PhD/PDEng/MD PhD	1.0	48	University	Universiteit van Amsterdam		
VSNU - PhD/PDEng/MD PhD	0.5	48	University	Universiteit van Amsterdam		
VSNU - PhD/PDEng/MD PhD	0.5	48	University	Jheronimus Academy of Data Science		
VSNU - PhD/PDEng/MD PhD	1.0	7	University	Universiteit van Amsterdam		
Bench fee	1.0		University	Jheronimus Academy of Data Science		5,000
Bench fee	1.0		University	Universiteit van Amsterdam		5,000
Subtotal PhD STU Delftents						558,601
Personnel, Lab management						
Lab manager NWP Academisch	0.3	60	University	Jheronimus Academy of Data Science		
Lab manager WP Academisch	0.3	60	University	Universiteit van Amsterdam		
Lab manager NWP Academisch	0.3	60	University	Jheronimus Academy of Data Science		
Lab manager WP Academisch	0.3	60	University	Universiteit van Amsterdam		
Subtotal Personnel lab management						296,468
Material costs						
Travel & Consumables			University	Jheronimus Academy of Data Science		8,872
Travel & Consumables			University	Universiteit van Amsterdam		8,873
Subtotal Material Costs						17,745
Knowledge transfer						
Programmer	0.26	48	University	Universiteit van Amsterdam		
Scientific programmer (Sen.wet.medewerker 11.0)	0.35	48	University	Jheronimus Academy of Data Science		
Subtotal Knowledge transfer						235,712
Total Non NWO						1,108,526
Private in-kind						
Senior Researcher (/hrs)			Private	DPG		
Project Manager (5 year /hrs)			Private	DPG		
Workplaces at partner Office (on average 5 for 5 years 40% of the time)			Private	DPG		50,000
Total						200,000
Indexation for salaries						150,000
grand total						2,193,820

Payment schedule for Company funding

Company shall pay the contribution to JADS in the following tranches:

25% (twenty five percent) at the start of the Project as set by the Parties in accordance with art. 11.1 of the Agreement ('Project Starting Date').

25% (twenty five percent) on the first year anniversary of the Project Starting Date.

20% (twenty percent) on the second year anniversary of the Project Starting Date.

20% (twenty percent) on the third year anniversary of the Project Starting Date.

10% (ten percent) at the expiration date of the Agreement.

Appendix C - Netherlands Code of Conduct for Research Integrity

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