

RESEARCH AGREEMENT

RELATED TO

THE MEMORANDUM OF UNDERSTANDING

BETWEEN

Huawei Technologies (Slovak), s.r.o.

Einsteinova 23, 851 01 Bratislava, Slovak Republic

AND

University of Žilina

Univerzitná 8215/1, 010 26 Žilina, Slovak Republic



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Parties

- (1) **The University of Žilina**, whose administrative offices are at Univerzitná 8215/1, Žilina, postal code: 010 26, Slovak Republic, ID no.: 00397563 (the "**University**"); and
- (2) **Huawei Technologies (Slovak), s.r.o.**, a company registered in Slovakia under business identity code 36653373, whose registered office is at Einsteinova 23, Bratislava, postal code: 851 01, ID no.: 36653373, registered in the commercial register administered by the District Court Bratislava I, section: Sro, file no.: 41470/B (the "**Partner**").

Objectives of the Parties

Huawei Technologies and the University of Žilina agree to develop project, for the period 2016 - 2020, synergies with the cooperation in research and other related fields.

The cooperation between Huawei Technologies and the University of Žilina will not necessarily be limited to these activities but also other activities can be included in the cooperation.



1 DEFINITIONS

In this Agreement the following expressions have the following meanings:

this Agreement:	this document, including its Schedules, as amended from time to time;
Background:	information, techniques, Know-how, Intellectual Property, software, inventions, and materials (regardless of the form or medium in which they are disclosed or stored) that are provided by one party to the other for use in the Project (whether before or after the date of this Agreement), except any Result;
Confidential Information:	includes, without limitation; (a) any Background disclosed by a party to the other for use in the Project and identified as confidential or the nature of which makes it clear for the business prudent person that it shall be deemed confidential; and (b) any Results, except to the extent the Results become public due to Intellectual Property registration;
the Financial Contribution:	the financial contribution to be provided by the Partner set out in clause 3;
A Group company:	any undertaking which is, on or after the date of this Agreement, a subsidiary undertaking of the Partner, a parent undertaking of the Partner or a subsidiary undertaking of a parent undertaking of the Partner;
Intellectual Property:	patents, trade marks, registered designs, copyrights, database rights, design rights, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;



- the Result(s):** all information, techniques, know-how, Intellectual Property, software, inventions, and materials identified or first reduced to practice or writing in the course of the Project;
- Following Research Projects (Projects):** all related projects in Project Period that will be solved by both Parties to the Agreement on grounds of this Agreement;
- Project Board:** The committee established for making recommendations generally regarding the Project.
- the Project Period:** the period 2016 – 2020;

2 SUBJECT MATTER OF THE AGREEMENT

- 2.1 Subject of the Agreement is regulation of rights and duties of both contractual parties with Objectives achievement during the Projects implementation in the Project Period.
- 2.2 Contractual parties commit to Following Common Research Projects with the aim of the Objectives implementation by using their personal, technical and know-how capacities and sources in balance with accredited project budget.
- 2.3 Projects that the contractual parties will cooperate on will be implemented in the following areas of science and research:
- Internet of Things
 - Intelligent Systems
 - Information Technologies and Communication Networks
- 2.4 Contractual parties commit to provide the Project cost compensation payment as the Financial contribution, and under the conditions marked in the Agreement with the aim of the Objective implementation.
- 2.5 The Subject that primary expends the costs for Project implementation is the University. Partner commits to compensate the Project costs to the University by the Agreement in the extent, form and period mentioned in the Project.



- 2.6 Parties to the Agreement can determine in the Project that the Partner provides the Project costs compensation to the University in form of deposit.

3 FINANCIAL CONTRIBUTION

- 3.1 Both parties concluded that for the purpose of recent Project implementation, the Partner shall provide to the University equipment, which is described under appendix no. 1 to this Agreement, whereas the total price payable for such equipment is 1,- EURO (“**Financial Contribution**”). The equipment shall be provided latest by 15 June 2016 to the address of administrative offices of the University stated above.
- 3.2 The invoices become due after thirty (30) days from their issuance. The payments shall be credited to the account of Partner as referenced in the invoice. All payments shall quote the reference mentioned in the invoice.

4 OWNERSHIP, USE, AND EXPLOITATION OF INTANGIBLES

- 4.1 This Agreement does not affect the ownership of any Background. They will remain the property of the party that contributes them to the Project (or its licensors). No licence to use any Background, Intellectual Property, know-how or Results is granted or implied by this Agreement except the rights expressly granted in this Agreement.
- 4.2 Each of the parties will use all reasonable efforts to obtain all licences, consents and approvals necessary to allow it to carry out the tasks of the Project.
- 4.3 Each Party grants the other a royalty-free, non-exclusive, non-transferable licence to use its Background for the purpose of carrying out the Project, but for no other purpose. Neither party may grant any sub-licence to use the other's Background except that the Partner may allow its Group Companies, and any person working for or on behalf of the Partner or any Group Company, to use the University's Background for the purpose of carrying out the Project.
- 4.4 University is allowed to use Results gained by Project solving during its activity, administrated in balance with or based on the duties and goals of the University arising from Act No. 131/2002 Coll. Act on Higher education as subsequently amended. Any use of Results for business purposes by University shall be excluded.
- 4.5 The solution Results can be used only for the purpose defined in the Agreement, Project or in form appointed by the Law.
- 4.6 Intellectual Property Rights concerning the research Results that will appear in frame of the Project implementation on the grounds of the Agreement, will be agreed in following



agreements for each particular Project, considering the costs compensation of each party. The following general principles shall be applied:

- 4.6.1 any solution Results including the Intellectual Property Rights capable of registration under valid law or constituting protection under Intellectual Property Rights regulations shall be notified to the Partner;
- 4.6.2 Partner shall be given the option to register notified subject to the Intellectual Property Rights and in such a case compensate the University.

5 ACADEMIC PUBLICATIONS

- 5.1 Any employee or student of the University (whether or not involved in the Project) may, provided a written permission under clause 5.2 has been given:
 - 5.1.1 Discuss work undertaken as part of the Project in University seminars, tutorials and lectures; and
 - 5.1.2 Publish any Background of the Partner (unless it is the Partner's Confidential Information) or any of the Results.
- 5.2 The University will submit to the Partner, in writing, details of any Results and any of the Partner's Background that any employee or student of the University intends to publish, at least thirty (30) days before the date of the proposed submission for publication. The Partner shall, by giving written notice to the University, either permit or require to delay the publication. The Partner may require the University to delay the proposed publication for a maximum of three (3) years after receipt of the request of permission if, in the Partner's reasonable opinion, that delay is necessary:
 - (i) in order to seek patent or similar protection for any of the Partner's Background or any Results that are to be Published,
 - (ii) to maintain confidential nature and, ensure commercial exploitation, of the Results, or
 - (iii) prevent the publication of any of the Partner's Background that is Confidential Information.The Partner shall inform its decision within thirty (30) days after the Partner receives details of the proposed publication. If the University does not receive a decision of the Partner within that period, its employee or student may not proceed with the proposed publication and the University may enquire the reasons for the silence. For the avoidance of doubt, whether or not the permission has been given, any of the Partner's Background that is Confidential Information may not be published.
- 5.3 The academic publications or the conferences where the Results and/or the Partner's Background is intended to be published will be chosen together by the Partner and the



University. During the review procedure by the committee of the publication, the University must forward all the comments of the reviewers to the Partner.

6 CONFIDENTIALITY

- 6.1 Neither party will, either during the Project Period or for three (3) years after the end of the Project Period, disclose to any third party nor use for any purpose except carrying out the Project, any of the other party's Confidential Information.
- 6.2 Neither party will be in breach of any obligation to keep any Background, Results or other Confidential Information confidential or not to disclose it to any other party to the extent that it is:
- 6.2.1 known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party or becomes publicly known without any breach of this Agreement or any other undertaking to keep it confidential;
 - 6.2.2 obtained by the party making the disclosure from a third party in circumstances where the party making the disclosure has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
 - 6.2.3 independently developed by the party making the disclosure;
 - 6.2.4 disclosed pursuant to the requirement of any law or regulation or the order of any court of competent jurisdiction, and the party required to make that disclosure has informed the other of the requirement and the information required to be disclosed; or
 - 6.2.5 approved for release in writing by an authorised representative of the other party;
 - 6.2.6 disclosure by the Partner to its Group Companies.
- 6.3 The University will not be in breach of any obligation to keep any of the Partner's Background that is not Confidential Information, or any Results owned by or licensed to the Partner, or other information, confidential or not to disclose them to any third party, by publishing any of the same if the University has followed the procedure in clause 6.2 and has received a written permission of the Partner.
- 6.4 The Partner will not be in breach of any obligation to keep any of the University's Background or other information confidential or not to disclose them to any third party by making them available to any Group Company or any person working for or on behalf of the Partner or a Group Company who needs to know the same in order to exercise the rights granted in this Agreement, provided they are not used except as



expressly permitted by this Agreement. The Partner shall be liable for its Group Companies and their personnel.

- 6.5 Neither the University nor the Partner will use the other's name or logo in any press release or product advertising, or for any other promotional purpose, without first obtaining the other's written consent.

7 GOVERNANCE OF THE PROJECT

- 7.1 Contractual parties shall establish Project Board. Membership shall consist of one member nominated by the University, two members nominated by the Partner, the head of University Science Park and one associated member nominated by Partner and University in congruousness.
- 7.2 The Project Board shall have the following functions, in addition to those otherwise indicated in this Agreement:
- (a) making recommendations to the Parties generally regarding the Project;
 - (b) providing guidance to the Parties such that the Project when completed will allow for a significant commercial benefit to accrue;
 - (c) carrying out such other necessary and incidental functions as are ascribed to it pursuant to this Agreement or which the Parties may unanimously request it to undertake for the purposes of the Project;
 - (d) to identify and determine the contribution of each Party to the Project Intellectual Property assessed on the basis of cash and in-kind contributions of the Parties;
 - (e) to review and direct the performance of the Project to achieve Results;
 - (f) to review the progress reports from all Parties of the Project; and
 - (g) define and agree upon proposed modifications of or extensions to the Project to achieve Results, provided however that the Project will only be modified or extended if each Party has approved such amendment.

8 LIMITATION OF LIABILITY

- 8.1 Each of the parties warrants to the other that, to the best of its knowledge and belief, any advice or information given by it or any of its employees or students who work on the Project, or the content or use of any Results, any Background or materials, works or information provided in connection with the Project, will not constitute or result in any infringement of third-party rights.
- 8.2 Except under the limited warranty in clause 8.1, neither party accepts any liability or responsibility for any use which may be made by the other party of any Results, nor for any reliance which may be placed by that other party on any Results, nor for advice or information given in connection with any Results.



- 8.3 Subject to clause 8.5, the liability of either party to the other for any breach of this Agreement, any negligence, or arising in any other way out of the subject matter of this Agreement, the Project and the Results, will not extend to any indirect damages or losses, or to any loss of profits, loss of revenue, loss of data, loss of contracts or opportunity, whether direct or indirect, even if the party bringing the claim has advised the other of the possibility of those losses, or if they were within the other party's contemplation.
- 8.4 Subject to clause 8.5, the aggregate liability of each party to the other for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this Agreement, the Project, any Background and the Results, will not exceed in total the Financial Contribution.
- 8.5 Nothing in this Agreement limits or excludes either party's liability for:
- 8.5.1 Death or personal injury;
 - 8.5.2 Any fraud or for any sort of liability that, by law, cannot be limited or excluded;
 - 8.5.3 Any loss or damage caused by a deliberate breach of this Agreement.

9 TERMINATION

- 9.1 Either party may terminate this Agreement with immediate effect (Withdrawal from the Agreement) by giving notice to the other party if:
- 9.1.1 The other party is in substantial breach of this Agreement and (if it is capable of remedy) the breach has not been remedied within thirty (30) days after receipt of written notice specifying the breach and requiring its remedy; or
 - 9.1.2 The other party becomes insolvent, or if an order is made or a resolution is passed for its winding up.
- 9.2 Withdrawal from the Agreement becomes effective from the moment it has been delivered to the other party.
- 9.3 The Agreement can also be terminated by mutual agreement of contractual parties.

10 PARTICIPATION

Both parties commit to proceed in balance with authorized interests of the other party and will implement the entire legal act needed for the Project implementation according to this Agreement. The Participation commitment includes exclusively the acts that contribute or are supposed to contribute the Agreement Objective.



11 GOVERNING LAW AND DISPUTE SETTLEMENT

- 11.1 In case that this Agreement does not state otherwise, the questions not adjusted by this Agreement are regulated by the valid Law of the Slovak republic, mainly by the Commercial Code.
- 11.2 The Parties commit to solve by adjustment all and any disputes or disagreements coming from the Agreement or connected with it. In case of not solving the disputes in thirty (30) days from their appearance, it will be solved in the way mentioned below in this Article.
- 11.3 The Parties agreed to solve disputes coming from legal relationships in the Agreement or related with this Agreement, including all the other legal relationships, interest for no reason enhancement, interests concerning the damages compensation, validity arguments, definition, expiration of this Agreement, will be brought to courts of the Slovak republic.

12 CONTRACTUAL PARTIES DECLARATIONS

- 12.1 Both parties declare that:
- 12.1.1 The Agreement is enclosed on the grounds of regulation § 269 section 2 Act No. 513/1991 Coll. the Commercial Code as subsequently amended.
- 12.1.2 The Agreement and obligations stated in it determine for the both parties valid and enforceable claim according to the Law of the Slovak republic.
- 12.1.3 All the statements of the Agreement are right and complete and represent a total information base for the other Party connected with the Agreement signing, mainly no existent circumstances that have or can have disfavoured influence on rights and duties implementation of the Agreement.
- 12.1.4 The Agreement does not violate good manners.
- 12.2 The Person signing the Agreement is totally and without any limits authorized to act in the name of the Party which signs the Agreement and the Agreement conclusion is totally in balance with the inner regulations of the Parties.

13 FINAL PROVISIONS

- 13.1 The Agreement and its validity are governed by the Law of the Slovak Republic. The Agreement is valid from the moment of its signing by both parties. The legal effects of the Agreement are the one day after its official publication in the Central register of



Contracts, in accordance with § 47a section 1 Act No. 40/1964 Coll. Civil Code as subsequently amended.

- 13.2 The Agreement will be published according to regulation under § 5a Act No. 211/2000 Coll. Act on Free Access to Information as subsequently amended.
- 13.3 No variation or amendment of this Agreement will be effective unless it is made in writing and signed by each party's representative.
- 13.4 Neither party may assign or transfer this Agreement as a whole, or any of its rights or obligations under it, without first obtaining the written consent of the other party.
- 13.5 The Agreement is issued in four copies in English. Each party will obtain two copies of the Agreement. Any translation of the Agreement is only informative.
- 13.6 Parties to the Agreement declare the Agreement is concluded willingly, seriously, definitely and intelligibly.

In Žilina,

Huawei Technologies (Slovak):

In Žilina,

Žilinská univerzita v Žiline:

Liang Yan
managing director

Dr. h. c. prof. Ing. Tatiana Čorejová, PhD.
rector

Research Agreement - Appendix no. 1

Item and description	Qty.
eLTE Rapid Deployment System	
eLTE Rapid Multimedia Trunking System (400 MHz) incl. Main Box, RF Box, Dispatching Console, OMC Client	1
Enterprise Wireless Terminal	
Handset	
Trunking handset EP820-D04A, 400M, Public Network, WLAN/BT, GPS/DMO	5
Outdoor CPE	
Outdoor Terminal EG860-D61, 400M, POE 48V	2
6000 Series Network Camera	
1080P Intelligent Network Speed Dome Camera	
IPC6621-Z30-I 1080P Intelligent IR Network Speed Dome (30 fps, f=4.3-129mm, FE, IR 10-120m)	1
1080P Intelligent Network Box Camera	
IPC6221-VRZ-SP 2MP Network IR Bullet Camera (30fps, 2.8-12mm, FE, IR 30m, Invisible infrared)	1