

# **MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**Technical University of Košice**



**And**

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



This Memorandum of Understanding, (hereinafter called the “MoU”) is made on this 10<sup>th</sup> day of March, 2021

**BETWEEN**

**Technical University of Košice** with its address at Letná 1/9, Košice-Sever, Slovak Republic (hereinafter referred to as “**University**” and/or “**TUKE**”)

**AND**

**Huawei Technologies (Slovak)**, s.r.o., UIC 36653373, with its address at Einsteinova 23, Bratislava, (hereinafter referred to as “**HUAWEI**”)

Hereinafter, **University** and **HUAWEI** shall collectively be referred to as the “Parties” and individually as a “Party”.

*WHEREAS:*

1. Technical University of Košice (TUKE) is a public university covering a wide range of educational needs not only in the East Slovak region but throughout Slovak Republic and Central Europe, as in many fields of science it is the only science, research and education center in this area. The mission of University is to develop the scientific, educational and cultural potential of new technologies including Artificial Intelligence for benefit of mankind. TUKE was established in 1952. The content of education and research at TUKE includes the entire complex of sciences and economics. TUKE seeks to maintain a cohesive and interdependent relationship between their **teaching, research and service** activities with accordance to European state of Art. TUKE has **9 faculties** with 9 800 students and 1400 staff. **TUKE** has been the first university in Slovakia to meet the criteria of the international standard EN ISO 9001:2000 and it received the quality certificate in the area of providing educational and research processes and enterprise activities within a public university. The infrastructure is relevant to the EU state of the art, and among other things the infrastructure includes the University Science Park – **TECHNICOM** (USP **TECHNICOM**, [www.uvptechnicom.sk](http://www.uvptechnicom.sk)). The mission of the USP **TECHNICOM** is to create a



relevant virtual environment at the university that will permanently support R&D in terms of cooperation between scientists and practice, and to ensure efficient transfer of knowledge, products and technologies into society and economy, including support entrepreneurship/ spin-off creation, spreading the best practice of scientific entrepreneurship / spin-off creation and; strength sustainability of university-business cooperation, make innovation to university style of teaching and to build entrepreneurial capacities of university managers and teachers.

2. **HUAWEI** is a leading company in the world engaged in the manufacture and sales of ICT solutions and equipment. To this end, the company supports the development of the information society through dialogue with the company and close cooperation with industry representatives. Thanks to its high investment in R&D and customer-oriented strategy, as well as its open partnership, it is developing advanced end-to-end ICT solutions, allowing customers a competitive advantage in terms of telecommunications, network and cloud computing infrastructures. Over 180,000. Huawei employees are involved in creating innovative solutions for telecom operators, businesses and users, which are used in more than 170 countries, thus reaching one third of the world's population. The Huawei brand was founded in 1987.

*THE PROVISIONS OF THIS MoU ARE AS FOLLOWS:*

- A.** This MoU contains preliminary understandings, intentions, terms and conditions upon which the Parties intend to establish and strengthen a strategic partnership towards the execution of definitive agreements. None of the provisions are intended as binding terms of agreement.
- B.** The parties declare their intention and willingness to cooperate. The Parties declare a free exchange of views and experience, while acting in the context of fair, responsible and acceptable practices relating to intellectual property rights.

NOW, THEREFORE, the Parties agree as follows:

**I. INTENTION**

The Parties declare their intention to cooperate in the following areas

- 1) exchange of experience and cooperation in the development of Artificial Intelligence (AI) systems using the Huawei AI-Atlas solutions;
- 2) the conduct of the Huawei AI ICT Academy program;



- 3) the development of a joint scientific AI laboratory at the **University Science Park TECHNICOM** and Faculty of Electrical Engineering towards the Centre of Excellence in Artificial Intelligence and Advance Intelligent Computing;
- 4) cooperation and joint engagement on future EU funded and other AI R&D and/or commercial projects;
- 5) cooperation in building the ICT infrastructure of concerning new advanced technologies and the University in general.

The Parties agree that cooperation will be implemented through:

- 1) organization of workshops for research staff and students;
- 2) organization of seminars;
- 3) participation of students and academics of the **University** in workshops at Huawei laboratories;
- 4) providing the AI technology platform for AI applied research and teaching platform that will be part of Scientific Laboratory at the University;
- 5) establishment of a scientific laboratory at the University to the extent agreed in a separate document;
- 6) joint promotion of AI technology and scientific work done inside future AI joint Lab together with the Centre of Excellence in Artificial Intelligence and Advance Intelligent Computing.

## **II. BEST ENDEAVOURS**

The Parties hereby agree that each shall use its best endeavours to negotiate and agree upon the terms and conditions and the relevant documentation of the above-mentioned intentions as expeditiously as possible.

## **III. GOOD FAITH AND FAIRNESS**

The Parties undertake to act in good faith with respect to each other's rights and obligations under the objective of the MoU. In the event information identified in writing as confidential is exchanged, the receiving Party shall use reasonable business efforts to keep such information confidential, and shall not disclose such information to third parties.

The Parties recognize the impracticality of providing for every contingency, which may arise during or after the life of the MoU and hereby agree to operate fairly and without detriment to the interests of



either of them.

#### IV. GENERAL PROVISIONS

##### RELATIONSHIP BETWEEN THE PARTIES

- 1) Nothing contained herein shall be construed as establishing a relationship of agent and principal between the Parties. Each Party is independent and shall have full control of its operations and undertakings and shall have full responsibility for activities and duties carried by it and on its behalf under this MoU.
- 2) The scope and detailed terms of cooperation in individual projects carried out under this Agreement, including the distribution of intellectual property rights to research results, will be determined in each case by Huawei and University with Agreements in specific contracts.
- 3) No Party has the authority to assume, create or incur any liability of any kind against in the name of or on behalf of the other Party, except as may be otherwise expressly stated herein.
- 4) In their mutual contacts, the Parties shall be represented by the coordinators, which shall be:
  - a. From the University:  
Prof. Peter Sinčák, Telephone: +421905306278  
Assoc. prof. František Jakab, Telephone: +421905715816  
E-mail: [peter.sincak@tuke.sk](mailto:peter.sincak@tuke.sk), [frantisek.jakab@tuke.sk](mailto:frantisek.jakab@tuke.sk)
  - b. From Huawei: Goran Licanin  
Telephone: +48 607 331 133  
E-mail: [goran.licanin@huawei.com](mailto:goran.licanin@huawei.com)
- 5) **This MOU** is intended to serve as a general basis for commencing negotiations for one or more definitive agreements between the parties with respect to the matters referenced herein. This MOU does not contain all the detailed provisions to be incorporated in any such definitive agreement(s), but does reflect the current mutual intentions of the parties. Neither the University nor Huawei shall have any legal obligation under or by virtue of this MOU, including any obligation to enter into any definitive agreement or other contract, to provide any services, to disclose any information, to make any investment or pay any consideration or compensation, whether or not expressly described herein; provided that the parties agree to cooperate in good faith along the lines described in this MOU.



**NOTICES**

Any notice, request or consent required or permitted to be given or made pursuant to this MoU shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address as provided in this document.

**DURATION**

This MoU is for undefined period of time and shall become effective for each signatory on the date of signature of the Parties.

**TERMINATION**

This MoU may be terminated by either Party hereto giving the other one month's written notice.

**MODIFICATION / AMENDMENT**

Any revisions or modifications to this MoU, which any Party considers desirable or necessary, will be subject to supplementary agreements, or may be decided by consensus in writing as an Addendum to this MoU.

**SETTLEMENT OF DIFFERENCES**

Any differing viewpoints and interpretations of this MoU shall be settled by mutual consultation or negotiation.

**GOVERNING LAW**

This MoU shall be governed by the laws of Slovak Republic.



Parties being in agreement with the content of the present Memorandum of Understanding, to all effects and as proof of acceptance it is signed in two (2) copies as follows:

For **University:**

For **HUAWEI:**

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*Dr. h. c. prof. h. c. prof. Ing. Stanislav Kmet', DrSc.*

*Cui Yu*

Title: RECTOR

Title: General Manager

Date: 10 March 2021

Date: 10 March 2021

