**AIR RESEARCH AGREEMENT**

THIS AIR RESEARCH AGREEMENT (this “Agreement”) is made of , 2017 (the “Effective Date”) by and between ALIBABA Entity, with offices at No. 969 Wenyi West Road Hangzhou, China, (“ALIBABA”) and Name of the university , a(n) academic institution with offices at Location of the university (“University”). ALIBABA and University may be referred to individually as a “Party” and collectively as the “Parties” in this Agreement.

In consideration of the premises and mutual covenants contained herein, and intending to be legally bound hereby, the parties hereto agree as follows:

1. The attached AIR Research Agreement Terms and Conditions (“Terms”);
2. The attached Research Project Specification (Exhibit 1).

This Agreement pertains to the attached Research Project Specification only. The term of this Agreement is one (1) year commencing from the Effective Date, unless earlier terminated under the Terms.

**APPROVED AND AGREE TO:**

**University:**  **ALIBABA entity:**

Authorized Representative Signature Authorized Representative Signature

Name: Name:

Title: Title:

Date: Date:

**AIR RESEARCH AGREEMENT TERMS AND CONDITIONS**

1. **SCOPE**

This Agreement sets forth the terms and conditions under which the Parties will collaborate on ALIBABA Innovative Research (“AIR”) program activities only as described in the attached Research Project Specification.

1. **DEFINITION**
	1. “Award” means an appointed research fund that will be given to the selected proposal which is carefully chosen by ALIBABA committee among the proposals from universities.
	2. “Intellectual Property” or “IP” means any and all discoveries, inventions, potentially patentable inventions, discoveries, developments, technical information, trade secrets, know-how, methods, techniques, formulae, data, processes and/or other proprietary ideas, whether or not patentable or copyrightable.
	3. “Personnel” means any employee, agent, worker, or contractor of a Party (including students in the case of University, and including Personnel of ALIBABA and its subsidiaries).
	4. “Project IP” means the Intellectual Property that is conceived (in the case of inventions) or created (in the case of Intellectual Property other than inventions) in the performance of a Research Project.
	5. “Project Results” means results, conclusions, and work product conceived or created by University Personnel in the course of performing this Agreement, including but not limited to tangible items, such as reports, computer programs and prototype hardware, and intangible items such as IP, data, information, ideas and concepts.
	6. “Project Specification” means the detailed description of the research work to be performed as set forth in the “Research Project Specification” attached to and incorporated as a part of this Agreement.
	7. “Research Project” means the project defined in the Project Specification.
2. **PERFORMANCE**
	1. Performance. Each Party will use diligent efforts to perform the work set forth in the Project Specification. Any changes to a Project Specification, including changes of the principal investigator(s), will be effective only upon mutual written agreement of the Parties.
	2. Reports. University shall submit ALIBABA (i) midterm report and deliverables (if applicable) for first six (6) months works within seven (7) months from the Effective Date, and (ii) final report and deliverables (if applicable) within thirteen (13) months from the Effective Date.
	3. Research Project Participants. University will permit only University Personnel to work on the Research Project. In order for University to fulfill its obligations under this Agreement: University will ensure that all University Personnel associated with the Research Project have been made fully aware of the terms and conditions of this Agreement and the Project Specification; and University will obtain necessary legal agreements from such University Personnel with respect to confidentiality and ownership of IP. If any University Personnel visit the premises of ALIBABA, any information input made by such visitor on any work or business of ALIBABA may be taken by ALIBABA to be non-confidential unless explicitly otherwise indicated prior to the input being given.
	4. Visiting Researchers. If specified by the Project Specification, ALIBABA may send ALIBABA Personnel as visiting researchers to University’s facilities, and University may send University Personnel as visiting researchers to ALIBABA’s facilities. In each case, prior to any such visit, the Parties will first execute an applicable “Visiting Researcher Agreement” and each visiting Party’s Personnel will abide by the site security and safety policies of the hosting Party.
3. **RESEARCH FUNDING**
	1. Funding. ALIBABA agrees to fund the Research Project in cash which appointed as a Award for AIR Program (total amount listed in the attached Exhibit 1 Research Project Specification) in accordance with the following schedule:

1st payment: Sixty Percent (60%) of the Award

within one (1) month from the Effective Date subject to receipt by ALIBABA of an applicable invoice; and

2nd payment: Forty Percent (40%) of the Award

within one (1) month after receipt of the midterm report and applicable deliverables subject to receipt by ALIBABA of an applicable invoice.

* 1. University Resources. University agrees to use good-faith efforts to provide or obtain the resources for the Research Project as specified in the Project Specification (the “University Resources”). In the event such University Resources cannot be provided or obtained during the course of the Research Project, the principal investigator will promptly notify ALIBABA to discuss the impact on the Research Project.
1. **INTELLECTUAL PROPERTY**
	1. Disclosure. Each person who works on the Research Project will disclose to the Parties all Project IP, Project Results, and deliverables as set forth in the Project Specification, conceived, created, or developed by that person in the course of the Research Project. Such disclosures will be made in accordance with the Project Specification. The Parties will review disclosures on research progress, inventions, and software arising from the Research Project, including any items not considered in any previous project review meeting.
	2. Ownership. The ownership of Project IP will be negotiated separately between Alibaba and University to be negotiated in good faith by both Parties.
	3. Publication. Should any University Personnel desire to publish a paper (that is not co-authored with ALIBABA Personnel) that will disclose research performed pursuant to the Project Specification, the University Personnel will provide ALIBABA with a copy of the paper to ALIBABA sixty (60) days in advance before submission of the proposed paper for publication. ALIBABA will then have sixty (60) days from the date of receipt to review the paper for the limited purpose of determining whether it discloses patentable Project IP. If ALIBABA determines that the paper contains patentable Project IP, ALIBABA will so inform the University Personnel and the University Personnel will either remove such patentable Project IP, from the paper, or delay publication of the paper to permit a patent application to be prepared and filed, however, the delay will not exceed a total of three (3) months from the date that the paper is provided to ALIBABA . Upon receiving a notice of acceptance of the paper for publication, and if the paper as accepted for publication contains any material in addition to the content of the paper initially delivered to ALIBABA, the University Personnel will promptly provide to ALIBABA a copy of the paper as accepted for publication and inform ALIBABA of the scheduled publication date. Each Party will acknowledge the contributions of the other in any publication, as scientifically and professionally appropriate. ALIBABA agrees to keep confidential any unpublished manuscript written by University Personnel until the earlier of publication or six (6) months after receipt of such manuscript. After the conclusion of a Research Project, ALIBABA may publish Project Results that have not been previously published.
	4. Third Party IP and Background IP. University Personnel who work on the Research Project will not knowingly use in the Research Project: (i) any proprietary IP owned by a third party, or (ii) any proprietary background IP owned or controlled by University. In the event that any such third party IP or University background IP is inadvertently or unavoidably used in the Research Project, University Personnel upon acquiring personal knowledge of such use will promptly notify ALIBABA thereof. Nothing in this Agreement will be construed to operate as, or to require, the assignment of any right, title, or interest in or to any Intellectual Property that has been or will be conceived or created prior to or outside the scope of this Agreement, nor to require the license of such IP.
	5. Further Assurances. Each Party covenants to execute all further documents and to take all steps that the other Party may reasonably request to affect such Party’s right under this Section 5. Each Party confirms that any and all moral rights which a Party or its personnel may have in any Project IP or Project Results have been waived, to the extent allowed by applicable law.
2. **CONFIDENTIAL INFORMATION**
	1. No Prior Disclosure of Confidential Information. University acknowledges that during the evaluation process relating to ALIBABA ’s acceptance of University’s Research Project Specification proposal, ALIBABA did not request or desire any confidential information of University, and University represents that no confidential or proprietary information of University or other third party has been included or disclosed in any proposal submitted to ALIBABA relating to the Research Project. Each Party acknowledges and agrees that any information that it disclosed to the other Party prior to the Effective Date is not confidential or proprietary and hereby waives any causes of action against the other Party for any alleged misuse, misappropriation or unauthorized disclosure or such information.
	2. Confidential Information. ALIBABA may from time to time disclose confidential information to University and University Personnel in connection with the Research Project. The receiving Party of such confidential information will, except as otherwise permitted by this Agreement, use it only for the Research Project and will protect the confidential information by using the same degree of care, but no less than a reasonable degree of care, to prevent the unauthorized use, dissemination, or publication of the information as the receiving Party uses to protect its own confidential information of like nature. The obligation to keep information confidential will only extend to confidential information that (a) is marked as confidential at the time of disclosure or (b) is unmarked (e.g. orally/visually disclosed) but is treated by ALIBABA as confidential at the time of disclosure and is designated as confidential in a written memorandum provided within thirty (30) days of disclosure by ALIBABA, summarizing the confidential information sufficiently for identification. The obligation to keep information confidential will survive the termination or expiration of this Agreement.
	3. Notwithstanding the foregoing, the obligation to keep information confidential does not extend to any information: that was lawfully in University’s possession before receipt from ALIBABA; or that is or becomes a matter of public knowledge through no fault of University; or that is rightfully received by University from a third party without a duty of confidentiality on the third party; or that is disclosed under operation of law, provided that the receiving Party shall take all reasonably available legal measures to avoid such disclosure, and notifies the receiving Party as soon as practicable after such disclosure is ordered so that the discloser may seek an appropriate protective order or other remedy.
3. **LIMITATIONS ON WARRANTIES AND DAMAGES.**
	1. LIMITATION ON WARRANTIES. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER UNIVERSITY NOR ALIBABA MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, REGARDING ITS PERFORMANCE UNDER THIS AGREEMENT OR ANY PROJECT SPECIFICATION, INCLUDING BUT NOT LIMITED TO MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROJECT RESULTS.
	2. LIMITATION ON LIABILITY. EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS UNDER SECTION 6, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES HEREUNDER, INCLUDING AS A RESULT OF THE OTHER PARTY’S USE OF ANY PROJECT RESULTS. IN NO EVENT WILL ALIBABA BE LIABLE TO UNIVERSITY FOR DIRECT DAMAGES IN AN AMOUNT GREATER THAN SEC’S UNPAID CASH (AND NOT IN-KIND) FUNDING COMMITMENTS SPECIFIED IN THE PROJECT SPECIFICATION FOR THAT RESEARCH PROJECT AT THE TIME A CLAIM IS RAISED.
4. **TERMINATION**
	1. Effect of Expiration. Any Research Project which is active as of the expiration of this Agreement will remain in effect until the expiration of the Project Specification, unless the Research Project is otherwise terminated as provided below.
	2. Termination for Cause. Either Party may terminate this Agreement and associated Research Project upon written notice to the other, if the other Party fails to fulfill its material obligations under this Agreement or Project Specification, and such failure (if remediable) is not remedied with thirty (30) days after the date of the written notice.
	3. Effect of Termination. Upon termination of this Agreement for any reason, each Party will promptly disclose all Research Results, to the extent they exist. The provisions of Section 5 through 9 will survive the expiration or termination of this Agreement.
5. **GENERAL PROVISIONS**
	1. Relationship of the Parties. The Parties are independent contractors. Nothing in this Agreement will constitute the Parties as entering into an employment, partnership, joint venture, or agency relationship.
	2. Entire Agreement. This Agreement is the entire understanding between the Parties with respect to the subject matter hereof and supersedes and replaces all prior agreements, dealings and negotiations. No modification, alteration, or amendment of this Agreement will be effective unless in writing and signed by the Parties. University may not disclose or publicize the terms and conditions of this Agreement without the prior written consent of ALIBABA. Every provision of this Agreement is severable from the others, and if a court of competent jurisdiction holds any provision to be invalid or unenforceable, in whole or in part, the validity and enforceability of the remaining part and other provisions will not be affected. Failure by either Party to enforce any provision of the Agreement does not constitute a waiver or affect its right to enforce such provision, and a waiver by a Party of any breach does not constitute a waiver of any subsequent breach. No waiver is binding unless made in writing and signed by the waiving Party.
	3. Precedence. The RA Terms are the exclusive statement of the Parties’ legal rights and duties, and the Parties intend for the Project Specification to set forth only technical, logistical, and administrative matters pertaining to the Research Project. The Project Specification will not be given any effect to the extent it purports to set forth, add or modify, any rights, or duties of the Parties independent of these RA Terms. In the event of a conflict between a provision of these RA Terms and a provision of a Project Specification, invoice, purchase order, or other administrative document, the provision of these RA Terms will prevail.
	4. Publicity. The Parties agree that any public announcements or press releases with respect to the relationship between the Parties created by this Agreement, must be expressly approved in writing in advance by the Parties.
	5. Assignment. University shall not assign its rights or obligations unless ALIBABA gives written consent. ALIBABA may assign its rights or delegate its duties under this Agreement either in whole or in part to its Affiliates upon prior written notice to University.
	6. Dispute Resolution. This Agreement is made under and will be governed by and construed in accordance with the laws of Hong Kong S.A.R., without regard to or application of conflicts of law rules or principles. Except for the right of either party to apply to any court of competent jurisdiction for a temporary restraining order, a preliminary injunction, or other equitable relief to preserve the status quo or prevent irreparable harm, any dispute as to the interpretation, enforcement, breach, or termination of this Agreement will be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (HKIAC) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted, by a single arbitrator appointed in accordance with such rules. Arbitration shall be conducted in English. The seat of arbitration shall be Hong Kong. Judgment upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction.

* 1. Notice. Any notice given under this Agreement will be in writing, will reference this Agreement, and will be deemed to have been given when personally delivered, when sent by confirmed telex or facsimile, or when sent by mail or courier as confirmed by a verification of receipt. All communications will be sent to the addresses set forth as follows:

If to ALIBABA, to:

If to VISITING SCIENTIS, to:

* 1. Similar research. Nothing in this Agreement shall be construed to limit the freedom of ALIBABA from engaging in research made under other grants, contracts or agreements with parties other than the University.
	2. Counterpart. This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. This Agreement may also be signed and transmitted by e-mail, as PDF, with such signature to be treated as an original and the document transmitted to be considered to have the same binding effect as an original signature on an original document.

**EXHIBIT 1**

**RESEARCH PROJECT SPECIFICATION**