**APPENDIX A**

**RESEARCH PROJECT STATEMENT OF WORK**

This Statement of Work (“**Statement of Work**”) is entered into as of the Effective Date by and between Huawei Technologies Canada Co., Ltd. (“**Huawei**”) and **The Governing Council of the University of Toronto** (“**University**”) and is deemed to be incorporated into the Joint Research Agreement for Mobile AI Innovation Lab entered into by and between Huawei and University dated as of the Effective Date ("**Agreement**"). Any capitalized term used but not defined herein shall have the meaning ascribed to such term in the Agreement.

**1. Title of Joint Lab:**

**2. University Lab Director**:

|  |  |  |  |
| --- | --- | --- | --- |
| Name | Department/Unit | Email | Phone |
| K.N. Plataniotis | ECE | kostas@ece.utoronto.ca | 416 9465605 |

**3. Title of Research Project:**

**4. Principal Investigator**:

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Department/Unit** | **Email** | **Phone** |
|  |  |  |  |

Staff

The following table lists the University’s Staff that will be participating in the Research Project. Changes to the table below shall be subject to the terms of the Agreement.

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Position/Title** | **Email** | **Phone** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

University agrees to provide Huawei with written notice upon the engagement and assignment of the applicable University Staff (other than the PI) prior to commencing the Research Project.

1. **HUAWEI TECHNICAL LEAD**

|  |  |  |  |
| --- | --- | --- | --- |
| **Name** | **Department/Unit** | **Email** | **Phone** |
|  |  |  |  |

1. **RESEARCH PROJECT PERIOD OF PERFORMANCE**

The Parties agree that the Research Project will start and end as follows, subject to the terms of the Agreement:

**Start Date:** Effective Date (T) **End Date**: T + xx months

1. **TOTAL PROJECT FEES**

The Total Project Fees for this Research Project **shall be CAD $xxx,xxx.** Unless otherwise expressly agreed, the Total Project Feesis expressed in Canadian Dollars and is payable in accordance with the terms of the Agreement and the payment schedule described in Section 11 of this Statement of Work.

1. RESEARCH PROJECT SCOPE AND GOALS
2. DELIVERABLES & TECHNICAL SAMPLES

## Anticipated Deliverables and Technical Samples

## The following Deliverables will be provided to Huawei by University in accordance with the project milestone table in Section 8 of this Statement of Work. The table below also lists the Specification(s) applicable to each Deliverable.

| **Serial Number** | **Deliverables & Specifications** |
| --- | --- |
| D-1 | Deliverable: |  |
| Specification(s): |  |
| D-2 | Deliverable: |  |
| Specification(s): |  |
| D-4 | Deliverable: |  |
| Specification(s): |  |
| D-5 | Deliverable: |  |
| Specification(s): |  |
| D-6 | Deliverable: |  |
| Specification(s): |  |
|  | Add rows as needed |  |

**Notes about the deliverables:**

* 1. Deliverable Evaluation

## Specifications

## Each Deliverable listed in Section 7.1 of this Statement of Work shall each be subject to an evaluation by Huawei to ensure compliance with that Deliverable’s Specification(s), also listed in Section 7.1 (each, a “**Deliverable Evaluation**”). Each Deliverable Evaluation shall be conducted in accordance with the terms of the Agreement and will include all test work performed by Huawei to confirm a Deliverable’s compliance with its corresponding Specification(s). The Parties agree that the Specifications listed in Section 7.1 are subject to change and Huawei may provide written notice to university of a successful Deliverable Evaluation even where the applicable Deliverable does not meet its corresponding Specification(s).

**Note:** Huawei researcher/engineers can run all the delivered source code, and replicate the results reported in the technical reports at Huawei Canada Research Center.

1. PROJECT MILESTONES AND DELIVERABLES

## The following table describes milestones for the Research Project, including the dates for delivery of the applicable Deliverables.

Note: The table below is provided for demonstration purposes only. Please modify as needed.

|  |  |  |  |
| --- | --- | --- | --- |
| **Milestone** | **Deliverable(s) Delivery Date** | **Milestone Description** | **Deliverables List** |
| **1** | T—T+2 months |  | D-1 |
| **2** | T+3 months―T+8 months |  | D2-D4 |
| **3** | T+4 months—T+10 months |  | D5-D7 |
| **4** | T+11 months |  | D8 |
| **5** | T+12 month |  | D9-D11 |

1. RESEARCH PROJECT MONITORING & MANAGEMENT

Formal interaction between the Principal Investigator and Huawei on this Research Project will be structured as follows:

1. Face-to-Face or virtual meeting (forum) will be organized every two weeks, via video conferencing or trips to Huawei or University of Toronto.
2. In addition to the meeting arrangement above, the other meeting or forum plan will be discussed according to the actual needs.
3. ANTICIPATED RESEARCH PROJECT BUDGET

The anticipated Research Project budget below is intended for budgetary purposes only and is not binding on the Parties. The Parties agree that the following is subject to change and the Parties will communicate any such changes in writing (email sufficient), provided that such changes shall not exceed the Total Project Fees shall not alter the Research Project milestones or payment schedule unless expressly agreed by the Parties in writing.

|  |
| --- |
| **1) Human Resource Cost** |
| **Name** | **Position** | **Responsibility** | **Workload** | **Unit Cost (CAD)** | **Cost** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **2) Device & Material Cost**  |
| **Item** | **Description** | **Device Name** | **Qty** | **Unit price(CAD)** | **Cost** |
|  |  |  |  |  |  |
|  |  |  |  |  |  |
| **3) Travel Cost**  |
| **Item** | **Description** | **/** | **Qty** | **Unit price(CAD)** | **Cost** |
|  |  |  |  |  |  |
| **4) Other Cost** |
| **OVERHEAD** | **Percentage: 40%** |  |
| **TOTAL**  |  |
| **Total Project Fees** | **CAD$**  |

1. **PAYMENT SCHEDULE:**

The Parties agree the Total Project Fees shall be allocated by University from the Budget in accordance with the following schedule:

|  |  |  |  |
| --- | --- | --- | --- |
| **Stage** | **Estimated Schedule\*** | **Payment Obligation Trigger** | **Amount (CAD, excluding taxes** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

# \* Payment obligations are not triggered by the Estimated Schedule. Payments are made in accordance with the payment terms hereof and of the Agreement.

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name:**

**Title: Director, UofT-Huawei Mobile AI Innovation Lab**

**Date:**

**THE GOVERNING COUNCIL OF HUAWEI TECHNOLOGIES CANADA CO., LTD.**

**THE UNIVERSITY OF TORONTO**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Name: Name:**

**Title: Director, Partnerships Title:**

**Date: Date:**

**Acknowledgement of Principal lead and co-investigators**

Having read the Joint Research Agreement for Mobile AI Innovation Lab between Huawei Technologies Canada and The Governing Council of the University of Toronto, I hereby agree to act in accordance with all the terms and conditions therein and applicable University of Toronto policies, and, if applicable, further agree to inform all participants of their obligations under such terms and conditions.

|  |  |
| --- | --- |
| Name: |  |
| Date: |  |

|  |  |
| --- | --- |
| Name: |  |
| Date: |  |

|  |  |
| --- | --- |
| Name: |  |
| Date: |  |

**APPENDIX A-1**

**Specification of Huawei Background IP**

**[ ]** No Huawei Background Intellectual Property will be used.

**[ ]** It is anticipated the following Huawei Background Intellectual Property will be required to perform the Research or practice the results:

**APPENDIX A-2**

**Specification of University Background IP**

**[ ]** No University Background Intellectual Property will be used.

**[ ]** It is anticipated the following University Background Intellectual Property will be required to perform the Research or practice the results:

**APPENDIX A-3**

**Specification of Open Source Software**

[ ]  No Open Source Software (OSS) will be used.

**[ ]** It is anticipated the following Open-Source Software (OSS) will be required to perform the Research or practice the results:

|  |
| --- |
| **List of Open Source Software (OSS) Potentially Used By Deliverables** |
|  |  |  |  |  |  |  |  |
| **1** |  |  |  |  |  |  |  |
| **2** |  |  |  |  |  |  |  |
| **3** |  |  |  |  |  |  |  |
| **4** |  |  |  |  |  |  |  |