



**MASTER COOPERATION AGREEMENT**

BETWEEN UNIVERSITY OF WISCONSIN – MADISON

AND FEWI DEVELOPMENT CORPORATION

This Master Cooperation Agreement (“Agreement”), effective 27 August, 2018 (“Effective Date”), is entered into by and between THE BOARD OF REGENTS OF THE UNIVERSITY OF WISCONSIN SYSTEM ON BEHALF OF THE UNIVERSITY OF WISCONSIN-MADISON (“University”), and FEWI DEVELOPMENT CORPORATION (“Foxconn”).

WHEREAS, the University is a world class public research university located in Madison, Wisconsin, with a mission of teaching, research and public service; and

WHEREAS, Foxconn is the global leader in manufacturing services for the computer, communication, and consumer electronics (3C) industry leveraging the potential of cloud computing, mobile devices, the Internet of Things, Big Data, artificial intelligence, networks, and robotics and automation, in its transformation as a leading high-tech enterprise and industrial Internet company; and

WHEREAS, Foxconn’s success as a business relies on a rapid speed to market in bringing state-of-the-art technology, advanced manufacturing and supply chain capability to its customers; and

WHEREAS, Foxconn intends to make a substantial investment in research and other activities with the University and in building Wisconn Valley Science and Technology Park as an enabler of talent, technology, investment, and smart communities; and

WHEREAS, collaboration with the University and its world-class faculty, staff and students will augment and enhance these efforts and help Foxconn maximize its ability to assess, develop, and commercialize disruptive innovation; and

WHEREAS, the University and Foxconn further agree that it is to their mutual benefit to collaborate on a variety of initiatives as further described herein in order to promote technological advancement, advance excellence in education, pioneer research and development, and to foster a collaborative environment of innovation and entrepreneurship; and

WHEREAS, the parties aspire that this collaboration will serve as the catalyst for an internationally renowned hub of innovation and discovery revolving around the University and Foxconn.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows.



1. **Term and Termination.** This Agreement will commence on the Effective Date and will continue in effect for a term of [5] years (“Term”) unless terminated earlier under Section 10, below.
  
2. **Scope of Cooperation.** This Agreement encompasses three (3) distinct categories of activities (each individually a “Category” or collectively “Categories”) which will be separately budgeted and administered. A description of activities in each Category will be contained in the separate Exhibits.
  - (a) Research Programs. See Exhibit 1.
  - (b) Research Infrastructure. See Exhibit 2.
  - (c) Student Engagement/Talent Acquisition. See Exhibit 3.
  
3. **Governance Structure.** The parties designate a Steering Committee with overall responsibility for the management of the cooperative relationship defined by this Agreement. Joint Work Teams will interface with the Steering Committee as further described below.
  - (a) Steering Committee.
    - i. Composition. Each party will appoint three (3) representatives to the Steering Committee.
    - ii. Duties. The Steering Committee provides strategic direction with respect to the cooperative relationship.
    - iii. Meeting Schedule. The Steering Committee shall meet at least twice annually, on a schedule to be determined by mutual agreement of the parties.
  - (b) Work Teams. The parties agree to maintain joint Work Teams for each of the Categories to be identified in subsequent memoranda of understanding. The Work Teams will be composed of representatives (and representatives of their Affiliates, as appropriate) designated by the parties, and will meet at least quarterly, or other times as may be deemed appropriate by the parties, to assess the status of the on-going activities and to identify potential future opportunities.
  - (c) Points of Contact. The parties agree to designate a single point of contact through which communications to the other party should be made. The single points of contact are set forth in Exhibit 4, which shall be updated by the respective parties from time to time should the points of contact be changed. The parties agree that any requests for support or revisions to the current activities that cannot be accommodated by the regular Work Team/Steering Committee schedule shall be routed for consideration by the parties through the Points of Contact.
  
4. **Publicity.** The parties shall mutually agree on the content of any publicity, press releases, and other public statements or displays pertaining to this Agreement and the activities hereunder.



## 5. Confidentiality.

- (a) Confidential Information. Each party ("Receiving Party") agrees that any financial, legal or business information or any technical information disclosed to it by the other ("Disclosing Party") in connection with this Agreement, that is tangible or intangible, oral or written, however stored, compiled, or memorized, will be considered confidential and proprietary ("Confidential Information"). Such Confidential Information will include, without limitation, the terms of this Agreement, marketing and sales information, commercialization plans and strategies, research and development work plans, and technical information such as patent applications, inventions, software, trade secrets, systems, methods, apparatus, designs, and products and derivatives thereof, irrespective of whether these documents are marked "confidential". CONFIDENTIAL INFORMATION IS PROVIDED TO RECEIVING PARTY "AS IS" WITHOUT WARRANTIES OF ANY KIND. BOTH PARTIES DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (b) Disclosure. The Receiving Party will not disclose the Confidential Information to any third party without the prior written consent of the other party and will not use it for purposes other than as permitted under this Agreement. The Receiving Party will treat all Confidential Information of the Disclosing Party with the same degree of care as it accords to its own Confidential Information, but in no case less than reasonable care. The Receiving Party will employ all necessary and reasonable steps to protect the Disclosing Party's Confidential Information from unauthorized or inadvertent disclosure or use, including, without limitation, all steps that it takes to protect its own Confidential Information. In the event the Receiving Party proposes to disclose Confidential Information to an unaffiliated subcontractor consultant or agent, it will obtain the written consent of the Disclosing Party and arrange for the execution by the subcontractor, consultant or agent of a nondisclosure agreement in a form satisfactory to the Disclosing Party.
- (c) Exceptions. The Receiving Party will have no obligation to keep Confidential Information that (i) is known to the Receiving Party prior to receipt from the Disclosing Party, directly or indirectly, from a source other than one having any obligation of confidentiality to the Disclosing Party; (ii) becomes known (independently of disclosure by the Disclosing Party) to the Receiving Party, directly or indirectly, from a source other than one having an obligation of confidentiality to the Disclosing Party; (iii) becomes publicly known or otherwise ceases to be secret or confidential at the time of disclosure;



or (iv) the Receiving Party can demonstrate that the information was developed by the Receiving Party independently of and without reference to any Confidential Information disclosed to it by the Disclosing Party. A disclosure of any portion of Confidential Information, either (a) in response to a valid order by a court or other governmental body; or (b) otherwise as required by law, will not be considered to be a breach of this Agreement, provided, however, that the Receiving Party provides prompt prior written notice thereof to the Disclosing Party to enable the Disclosing Party to seek a protective order or other legal means as permitted by law to prevent such disclosure. Any such disclosure by the Receiving Party of the Confidential Information of the Disclosing Party, will, in no way, be deemed to change, affect or diminish the confidential and proprietary status of such Confidential Information.

- (d) Ownership and Return of Confidential Information. Confidential Information will be deemed the property of the Disclosing Party and nothing in this Agreement will be construed as conferring any rights upon the Receiving Party, by license or otherwise, in any Confidential Information. Upon request from the Disclosing Party at any time, the Receiving Party will, at the Disclosing Party's option, return or destroy all Confidential Information to the Disclosing Party no later than five (5) days following such a request, and certify such destruction or return in writing to the Disclosing Party.
- (e) Remedies. The parties acknowledge that each party's Confidential Information is unique and valuable, and that disclosure in breach of this Agreement may result in irreparable injury to the owner for which monetary damages alone may not be an adequate remedy. Therefore, the parties agree that, in the event of a breach or threatened breach of confidentiality, the owner of the Confidential Information shall be entitled to seek injunctive, specific performance, or other equitable relief as a remedy for any such breach or anticipated breach without the necessity of posting a bond. Any such relief shall be in addition to and not in lieu of any appropriate relief in the way of monetary damages and any monetary damages shall not be limited by any other provision of this Agreement.
- (f) Duration. Unless specifically agreed by the parties with respect a particular item of Confidential Information, the obligation of confidentiality for any item of Confidential Information will expire five (5) years following the date of disclosure.

**6. Liability and Insurance.** Neither party shall be responsible for liability arising from the acts or omissions of employees or agents of the other party. Each party agrees to maintain insurance or self-insurance, including workers compensation insurance and automobile liability insurance, in amounts sufficient to cover their obligations under this Agreement. Each party agrees to hold the other harmless on account of liability arising from the acts or omissions of their respective officers, employees, representatives, or agents while acting within the scope of their employment or agency.



7. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws in the State of Wisconsin without regard to its principles of conflict of laws. The parties hereby agree that any and all disputes hereto related shall be subject to the exclusive jurisdiction of the courts in the State of Wisconsin.

8. **Termination.** Either party to this Agreement may terminate this Agreement for any reason, with or without cause, by providing written notice to the party. Upon termination, neither party shall be liable to the other party under the Agreement.

9. **Dispute Resolution.**

(a) Negotiations Between Executives. The parties will attempt in good faith to resolve any dispute arising out of the performance of or otherwise relating to this Agreement promptly by negotiations between executives who have authority to settle the controversy. Either party may give the other party written notice of any dispute not resolved in the normal course of business. Within twenty (20) days after delivery of said notice, executives of both parties will meet at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute amicably. If a negotiator intends to be accompanied at a meeting by an attorney, the other negotiator will be given at least seven (7) days' notice of such intention and may also be accompanied by an attorney. All negotiations pursuant to this clause are confidential and will be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and any comparable state rule.

(b) Remedies. In the event the parties are unable to resolve a dispute under Paragraph (a) above, either party may pursue any remedy available to it at law or in equity.

10. **Miscellaneous Provisions.**

(a) Notice. Any notices or other communications required or permitted to be given or delivered under this Agreement will be in writing and will be sufficiently given if sent by first-class certified, or overnight delivery mail, postage prepaid, or by telefax, to:

If to Foxconn:

FEWI Development Corporation  
611 E Wisconsin Avenue  
Milwaukee, WI 53202-4604  
Attention: Dr. Alan S. Yeung



If to University:

University of Wisconsin-Madison
97 Bascom Hall
500 Lincoln Drive
Madison, WI 53706
Attention: Vice Chancellor for University Relations

- (b) Relationship of Parties. The parties are independent contractors and nothing in this Agreement creates or implies an agency relationship between the parties, nor will the Agreement be deemed to constitute a joint venture or partnership between the parties. Except as provided in this Agreement, neither party has the authority to bind or otherwise obligate the other in any other manner whatsoever.
(c) Captions. The captions used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and will not be deemed to limit, characterize or in any way affect any provision of this Agreement, and all provisions of this Agreement will be enforced and construed as if no caption had been used in this Agreement.
(d) Severability. If any term of this Agreement is to any extent invalid, illegal, or incapable of being enforced, such term shall be excluded to the extent of such invalidity, illegality, or unenforceability and all other terms hereof shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

UNIVERSITY OF WISCONSIN-MADISON

FEWI DEVELOPMENT CORPORATION

By: [Signature]
Name: Norman Drinkwater
Title: Interim Vice Chancellor for Research and Graduate Education
Date: August 27, 2018

By: [Signature]
Name: Dr. Alan S. Yeung
Title: President
Date: August 27, 2018



EXHIBIT 1

RESEARCH PROGRAMS

1. Template/Focus Area Agreements. The parties will establish separate agreements for different project categories such as basic research, applied research, and contract research/work for hire. Each research agreement will have a work statement and associated budget. The budget will include the University's federally negotiated indirect cost rate that is in effect at the time of execution of the agreement.
2. Intellectual Property.
  - a. Principles. The University is committed to establishing an expedited process to establish work statements for specific projects, which will include exclusive and non-exclusive licensing as well as other mechanisms (e.g., consultants, internships, work for hire, etc.) to ensure the mutual benefit of Foxconn and the University.
  - b. Intellectual Property Matrix. The breadth of Foxconn's interests will require a variety of approaches, and the University has a flexible assortment of agreement types and intellectual property arrangements for different situations. A sample non-exhaustive matrix illustrating agreement types and typical intellectual property approaches for on-campus projects is attached below.

	RESEARCH AGREEMENT TYPE		
	Company Proprietary	Developed Value	Fundamental Discovery
<b>Definition</b>	<ul style="list-style-type: none"> <li>• 100% Sponsor Funded</li> <li>• Consulting services for hire</li> <li>• Options for Lab Services Projects/Programs</li> <li>• Options to move unforeseen discoveries into Developed Value</li> <li>• Includes data and results, not inventions</li> </ul>	<ul style="list-style-type: none"> <li>• 100% Sponsor Funded</li> <li>• Shared value model based on stages of development</li> <li>• Sponsored Joint Research</li> <li>• Includes inventions</li> <li>• Negotiated participant specific IP licenses</li> </ul>	<ul style="list-style-type: none"> <li>• Up to 100% Sponsor Funded</li> <li>• Fundamental Joint Research</li> <li>• Option to negotiate non-exclusive or exclusive IP license</li> </ul>
<b>Company's project contribution</b>	Proprietary IP + total amount of funding + research plan directions (including troubleshooting issues**)	Research plan developed jointly by University and Sponsor + full funding	Decides to provide full or partial funding and/or cost share value based on review of project proposal
<b>PI's project contribution</b>	Specialized skill set and lab capabilities **If the researchers reach a point where troubleshooting and redirection of research is necessary, then shifts to negotiated access for that portion	Specialized skill set	Proposes and drafts entire research project proposal
<b>Type of Agreement</b>	Work for Hire	Research	Research Agreement
<b>Ownership of IP</b>	Company owns	Negotiated ownership	University owns
<b>Foreground IP Access</b>	University and research participants receive NERF for academic research purposes	University and research participants receive NERF for academic research purposes	Sponsor receives option to negotiate nonexclusive or exclusive license (60d notice + 90d negotiation)
<b>Patent Prosecution</b>	Handled by Company	Right to request filing if pay all patent costs and right to comment on material prosecution matters if execute an exclusive license	Sponsor may request, but University is not required to file.
<b>Publication</b>	Right to publish, review, comment, delay is defined per agreement.	Right to publish, review, comment, delay is defined per agreement.	Right to review and comment, remove any Sponsor confidential information; will receive copy of publications

*Note - Sponsor and Company means Foxconn and/or its affiliates*



EXHIBIT 2

RESEARCH INFRASTRUCTURE ENHANCEMENT

1. University Presence at Wisconn Valley Science and Technology Park
2. Near-Campus Foxconn Facility
3. On-Campus Facility Owned by the University
4. Research Exploration and Discovery Funding
5. Research Augmentations (as potential examples)
  - a. Endowments
  - b. Named Chairs
  - c. Fellowships
  - d. Internships
  - e. Sabbaticals
  - f. Visiting Scholars
  - g. Joint Symposia and Conferences



EXHIBIT 3

STUDENT ENGAGEMENT/TALENT ACQUISITION

Another goal of this Agreement is to connect talented University students and alumni to Foxconn. The University will work directly with Foxconn recruiters and contacts to assist in Foxconn's hiring and outreach efforts, through programs such as those listed below.

1. Cooperative Education and Summer Internship Program.  
The University seeks opportunities where students gain invaluable "real world" engineering experiences working with a variety of industries and governmental agencies throughout the world during our co-op/summer intern program. Foxconn will have the direct opportunity to hire outstanding students early in their education and to participate in the education process while pre-screening potential full-time hires.
2. Foxconn Technology Showcase and Recruitment Day.  
Foxconn will annually host a campus "Foxconn Day" open to all University faculty, students, and alumni for networking and inter-active exploration of Foxconn's cutting-edge technology as well as career, research, and co-development opportunities within the Foxconn Group.
3. Career Fairs.  
The University will host Co-op, summer intern, graduating professional and experienced alumni career fairs — open only to University students and alumni for all relevant disciplines.
4. On-Campus Interviews.  
On-campus interviews, to be consistent with University policies and procedures, are comprised of two (2) types of candidates, those that are given priority (pre-select) and qualified (open) candidates. There are three (3) types of interview schedules:
  - a. Preselect to Alternate - This is a "by invitation only" schedule. It allows you to select one (1) set of priority candidates and one (1) set of alternate candidates. Only these two sets of students will be able to sign up for your schedule. The first set of candidates have priority to sign on your schedule. Remaining slots after priority sign up can be claimed by any of the alternate candidates.
  - b. Open - Students meeting Foxconn's qualifications of major, degree level, graduation date and work authorization, etc. will be allowed to sign up on Foxconn's schedule.
  - c. Space/Room Only - Employer handles scheduling students directly; no sign up in recruiting software.

On-campus recruiting will always be available to Foxconn but is most productive in fall (October and November) and early spring (February and March).



5. Student Organizations.

There are over 900 student organizations on campus that the University can introduce to key contacts at Foxconn and work to create collaborative experiences such as student design competitions, capstone course ideas, mentorship opportunities, etc.



EXHIBIT 4

POINTS OF CONTACT

For Foxconn:

Dr. Alan S. Yeung  
President, FEWI Development Corporation

For University:

Norman Drinkwater  
Interim Vice Chancellor for Research  
and Graduate Education