

GSMA Telco X Course General Terms and Conditions (TXC Ts&Cs)

These General Terms and Conditions for Participants in the GSMA Telco X Collider Course (“TXC”) by the GSMA are binding on all parties (i.e. individuals and companies) participating in the TXC (“Participant”).

1. BACKGROUND

- 1.1 The TXC is part of the GSMA Strategic Applied AI initiatives. It is a dynamic and collaborative initiative to foster innovation in AI & 5G together with the telecom ecosystem. It is an advanced project course, designed to bridge the gap between academia and industry to create new applications for AI (including aspects of telecom operations, opportunities for verticals, and applications for machine learning). The Course is a collaboration between the GSMA, UC Berkeley and the Sutardja Center for Innovation. UC Berkeley is running and hosting the Course.
- 1.2 For the purpose of these TXC Ts&Cs, the GSMA, UC Berkeley, the Sutardja Center for Innovation and the Participant shall be together known as “Parties” and individually “Party”;
- 1.3 A key part of the TXC is an open-ended project. The Participant will have the opportunity to define a challenge project that you would like a student team to work on. In collaboration with the UC Berkeley and the Sutardja Center for Innovation, the Participant will be matched with a student team. The Participant will have the opportunity to mentor this student team throughout the term. In addition to the direct contact between the Participant and its student team, the Participant will receive timely updates from the GSMA on the progress of the course and its projects. The Participant may be invited to address the cohort as a guest speaker
- 1.4 The Participants are invited to submit project challenge proposals in relation to AI Innovation. The proposals are selected for inclusion into the TXC in accordance with Clause 1.3 above.

2. DATES & DURATION

- 2.1 The TXC is scheduled to take place **from the 27th of August until the 10th of December 2020**. (<https://www.innovation-engineering.net/track/telco-x-collider-lab-w-gsma>).

3. PARTICIPATION

- 3.1 The TXC is taught in an interactive mix of online activities using the “Innovation Engineering Framework”, developed at UC Berkeley. The first half of the TXC is used to generate a story and low-tech demo for your real-world project. The remaining half is focused on an agile sprint which results in a demonstration of working project code by the end of the course.

4. INTELLECTUAL PROPERTY

- 4.1 Intellectual Property Right means patents, trademarks, service marks, registered designs, copyrights and related rights, database rights, design rights, rights to use and protect confidential information, whether registered or unregistered and including any applications for, grants or renewals.
- 4.2 Background Intellectual Property Right means Intellectual Property Right resigning or associated with in information or materials which are provided by a Party (whether belonging to that Party or to a third party) for use in the TXC
- 4.3 Results means all information, data, techniques, know-how, results, inventions, discoveries, software and materials (regardless of the form or medium in which they are disclosed or stored) identified or first reduced to practice or writing or developed in the course of the TXC.
- 4.5 The Background Intellectual Property Rights will remain the property of the Party which contributed them to the TXC. Except the rights expressly set out herein, no licence to use any Background Intellectual Property Rights is granted or implied by these TXC Ts&Cs.

- 4.6 Solely for the purpose of participating in or carrying out any tasks in relation to the TXC, each Party grants the other a royalty-free, fully paid-up, non-exclusive licence to use its Background.
- 4.7 Each Party agrees that the Results will be published under the Apache Open Source License – Version 2 (<https://www.apache.org/licenses/LICENSE-2.0.txt>).

5. CONFIDENTIALITY

- 5.1 For the purposes of these TXC Ts&Cs, “Confidential Information” shall only apply to Background Intellectual Property which is disclosed by one party (the “Disclosing Party”) to the other party (the “Receiving Party”) or to which the Receiving Party has been given access, in any form whatsoever, and howsoever stored,. Any obligations in relation to Confidential Information shall not apply to Background Intellectual Property that:
- (i) at the time of disclosure to the Receiving Party is within the public domain;
 - (ii) does come into the public domain, otherwise than by reason of a breach of any confidentiality undertakings; or
 - (iii) which was lawfully within the possession of the Receiving Party prior to its being furnished to the Receiving Party by or on behalf of the Disclosing Party as evidenced by the written records of the Receiving Party and provided that such information was not subject to obligations of confidentiality separate from those contained herein.
- 5.2 In consideration of Confidential Information being made available to the Receiving Party, the Receiving party will procure that:
- (i) use of the Confidential Information by the Receiving Party will only occur during the term of the TXC and for purposes relating to the TXC;
 - (ii) the Receiving Party will treat and safeguard as private and confidential all the Confidential Information received at any time by the Receiving Party from the Disclosing Party. This obligation shall remain in force after expiration or termination of the TXC;
 - (iii) the Receiving Party shall not, at any time without the prior written consent of the Disclosing Party, disclose or reveal the confidential information to any other person or party whatsoever, other than officers, employees, advisors and agents of the Receiving Party or authorised third parties who are required in the course of their duties to receive and consider the same and who shall be required by the Receiving Party to observe the same restrictions on the use and disclosure of the Confidential Information as are contained in this confidentiality clause.
 - (iv) the Receiving Party shall make known without delay to general counsel/head lawyer of the Disclosing Party, any improper disclosure on the part of any employee or customer of the Receiving Party or any other person, which comes to the knowledge of the Receiving Party.

6. WARRANTIES & LIMITATION OF LIABILITY

- 6.1 All Result, Background Intellectual Property Rights, other deliverables, information, materials, services and/or other activities performed, undertaken or provided by any of the Parties in association with the TXC are provided “as is” and without any warranty of any kind. All GSMA warranties in association with the TXC, whether expressed or implied, or statutory, including without limitation any implied or other warranties of merchantability, fitness for a particular purpose, non-infringement, quality, accuracy, completeness, title or quiet enjoyment are expressly disclaimed and excluded.
- 6.2 The GSMA, UC Berkeley, the Sutardja Center for Innovation do not give any warranty that the goals of the TXC will be achieved. The Parties agree to these TXC Ts&Cs without reliance on any representation and/or warranty of the GSMA, UC Berkeley, the Sutardja Center and all such GSMA, UC Berkeley, the Sutardja Center representations and/or warranties are, to the greatest extent permitted by applicable law, hereby disclaimed.
- 6.3 Each Party acknowledge and agree that the TXC, its Results, Background Intellectual Property Rights, evaluations and any associated matter are solely for information only. The GSMA, UC Berkeley, the Sutardja Center for Innovation shall not be liable for any third-party reliance on or claim against the TXC.

In the case of any alleged third-party reliance on or claim against the TXC, the GSMA, UC Berkeley, the Sutardja Center for Innovation, the Participant will fully and finally settle such matter (irrespective if brought against the GSMA, UC Berkeley, the Sutardja Center for Innovation) from its own funds without any recourse to the GSMA, UC Berkeley, the Sutardja Center for Innovation.

- 6.4 The GSMA, UC Berkeley, the Sutardja Center for Innovation shall not be liable to the Participant for any special, direct, indirect, incidental, exemplary, punitive or consequential damages and expenses (collectively, "Losses"), whether occasioned by the act, breach, omission, default or negligence of the GSMA, , UC Berkeley, the Sutardja Center for Innovation, their employees and contractors and sub-contractors.
- 6.5 Losses shall include without limitation, lost profits, lost savings, economic loss, business interruption, lost business information, loss of use or data, loss of savings or anticipated savings, loss of investments, loss of goodwill, loss of reputation or cost of capital or loss or extra administrative cost whether or not foreseeable, flowing from any one event or series of connected events arising out of or in connection with the TXC howsoever that liability arises, including without limitation, breach of contract, tort, non-fraudulent misrepresentation or arising from statute, indemnity or otherwise.
- 6.5 Notwithstanding the forgoing, nothing in these TXC Ts&Cs shall exclude or limit the liability of any Party for death or personal injury caused by negligence or for fraud.
- 6.6 In the event that the GSMA is nonetheless deemed liable in contract, tort, or for any breach of statutory duty in relation to the TXC, the aggregate liability of the GSMA for all claims associated with the TXC shall not exceed a maximum of one thousand Euro (€1,000) for all related claims associated breach.

7. RIGHT TO POSTPONE & TERMINATION

- 7.1 In the event that UC Berkeley is unable to undertake the TXC between the **27th of August until the 10th of December 2020**, the GSMA UC Berkeley and the Sutardja Center for Innovation reserve the right to postpone the Course to a later date.
- 7.2 At its sole discretion without any further recourse by the Participant, the GSMA may terminate the participation of the Participant in the FXC immediately:
- (i) if the Fees are not received within 30 days of the invoice date, in accordance with the payment terms
 - (ii) upon written notice if any of them files a petition in bankruptcy, becomes insolvent, goes into receivership or dissolves;
 - (iii) upon written notice for breach any substantial or material obligation or
 - (iv) upon 30 days written notice for any reason.
- 7.3 The Parties agree that any obligations and duties either expressly that by their nature extend beyond the expiration or termination of these shall survive the expiration or termination of these TXC Ts&Cs.

8. FINANCIAL CONTRIBUTION

- 8.1 As a condition of participating in the TXC, each Participant undertakes to pay to GSMA £ 40,000 ("Fees").
- 8.2 The Participants acknowledges and agrees that the all Fees must be paid within 30 days of the invoice date
- 8.3 The Fees do not include any tax. To the extent that the Fees are subject to any tax, the Fees may be increased by the amount of such tax. If tax is required to be paid on the Fees in country of the Participant, then the Participant will be liable for its payment, in addition to the amount of the Fees.

9. GENERAL

- 9.1 Amendments to or modifications of the TXC Ts&Cs may be made only by the GSMA.

- 9.2 A waiver by the GSMA of any breach by any other party of any terms, provisions or conditions of the TXC Ts&Cs or the acquiescence of the GSMA and any act (whether by commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term, provision or condition or of any subsequent act contrary thereto.
- 9.3 Any benefit of the TXC Ts&Cs may not be assigned by the Participant in whole or in part without the prior written consent of the GSMA.
- 9.4 These TXC Ts&Cs represent the entire understanding of the Parties concerning the subject matter hereof and overrides and supersedes all prior promises, representations, negotiations, undertakings, understandings, arrangements, agreements, side letters or heads of agreement concerning the same which are hereby revoked.
- 9.5 If any provision of the TXC Ts&Cs are agreed by the Parties to be illegal, void or unenforceable under any law that is applicable hereto or if any court or arbitrator of competent jurisdiction in a final decision so determines, the TXC Ts&Cs shall continue in force save that such provision shall be deemed to be deleted here from with effect from the date of such agreement or as declared by a decision of the said court or arbitrator or such earlier date as the GSMA may agree.
- 9.6 The TXC Ts&Cs and the rights and obligations of the parties associated with it are governed by and construed in accordance with and subject to the laws of England and Wales, without reference to conflicts of laws principles. The parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales. In respect of the interpretation and enforcement of the provisions of the TXC Ts&Cs, all documents referred to in the TXC Ts&Cs and in respect of the transactions contemplated hereby and the parties hereby waive the right to and agree not to assert that such applicable Court does not have exclusive jurisdiction.