

SPONSORED RESEARCH AGREEMENT

This Sponsored Research Agreement (including Exhibit A, this “SRA”) dated as of [REDACTED], 2019 (the “Effective Date”), is made and entered into by and between Facebook, Inc, a Delaware Limited Liability Company with a business address at 1601 Willow Road, Menlo Park, CA 94025 (“Sponsor”) and [insert institution], a non-profit educational institution with business offices located at [insert address] (“University”). Sponsor and University may be referred to, individually, as a “Party” and, collectively, as the “Parties” in this Agreement.

RECITALS

A. University, through the faculty, students and personnel of its various departments, has valuable experience, skill and ability in a wide array of fields of research.

B. Sponsor desires to have University undertake, and University desires to undertake, such research projects as are described in each various Statements of Work (defined below) under the direction of certain faculty members and other students or personnel of University.

C. The research projects contemplated by this Agreement are of mutual interest and benefit to University and Sponsor. These research projects will fall under an Open Science framework as further described herein.

AGREEMENT

NOW, THEREFORE, the Parties hereby agree as follows:

1. Definitions; Interpretation.

1.1. Defined Terms. In addition to terms defined elsewhere in this SRA, the following terms will have the following meanings:

1.1.1 “**Addendum**” means an Addendum to this SRA or the SOW that references the applicable document, is executed by the Parties, and is deemed incorporated by reference herein or therein.

1.1.2 “**Affiliate**” means an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with Sponsor or University, as applicable. As used herein, “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of 50% or more of the voting equity securities or other equivalent voting interests of the entity.

1.1.3 “**Agreement**” means this SRA and the SOW, and any Addenda to this SRA or the SOW.

1.1.4 “**Background Intellectual Property**” means Sponsor Background Intellectual Property or University Background Intellectual Property, or both, as applicable in the context in which it is used, where:

(a) “**Sponsor Background Intellectual Property**” means all Intellectual Property and Intellectual Property Rights that are: (i) owned by Sponsor or its Affiliates prior to the commencement of the Research Term for the SOW; or (ii) acquired or Derived by Sponsor, its Affiliates or their respective Staff Members thereafter alone or with third parties, whether outside or within the scope of the Research; and

(b) “**University Background Intellectual Property**” means all Intellectual Property and Intellectual Property Rights that are: (i) owned or acquired by University prior to the commencement of the Research Term for the SOW; or (ii) acquired or Derived by University or its Staff Members after commencement of the Research Term wholly independently of the Research and the Agreement, but

specifically excluding, and without use of, Sponsor's facilities, contribution, financing, involvement, or support, Sponsor Background Intellectual Property, Sponsor Materials or other Sponsor Confidential Information.

1.1.5 **"Derive"** and cognates thereof means to author, develop, make, invent, discover, produce, create, synthesize, conceive, reduce to practice, design or result from, to be based upon or to otherwise generate (whether directly or indirectly, or in whole or in part).

1.1.6 **"Exploit"** means to make, have made, use, sell, have sold, market, offer to sell, import, reproduce, modify, create derivative works of, distribute, publish, perform, publicly display and otherwise exploit, including the right to make, have made, market, offer for sale, sell, have sold, use and import products or services.

1.1.7 **"Foreground Intellectual Property"** means all Research Data, Project Intellectual Property and Joint Intellectual Property, where:

(a) **"Research Data"** means all data (including raw and processed data, databases, and data maps) collected, Derived or otherwise generated by University or its Staff Members alone or jointly with Sponsor or its Affiliates or their respective Staff Members in performance of, or in connection with, the Research, and all Intellectual Property Rights therein, but specifically excluding any Background Intellectual Property, Sponsor Materials and Third Party Materials therein.

(b) **"Project Intellectual Property"** means any Intellectual Property that is Derived by University or its Staff Members alone in performance of, or in connection with, the Research, including any Patentable Project Intellectual Property, but specifically excluding any Background Intellectual Property, Sponsor Materials, Third Party Materials, Joint Intellectual Property and Research Data therein.

(c) **"Joint Intellectual Property"** means any Intellectual Property that is Derived by University or its Staff Members jointly with Sponsor or its Affiliates or their respective Staff Members in performance of, or in connection with, the Research, including any Patentable Joint Intellectual Property, but specifically excluding any Background Intellectual Property, Sponsor Materials, Third Party Materials, Project Intellectual Property and Research Data therein.

1.1.8 **"Intellectual Property Rights"** means all industrial and intellectual property rights throughout the world, including all letters patent, patent rights, utility models, registered designs, design rights and copyrights, mask works, database rights, moral rights, trademarks, trade names, trade dress, trade secret or other proprietary rights, whether or not registered or registerable, including all granted registrations and all applications for registration in respect of any of the same, therein or thereto, and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these which may exist anywhere in the world.

1.1.9 **"jointly"** when used with respect to whether Intellectual Property has been jointly Derived, will be determined in accordance with applicable U.S. laws.

1.1.10 **"OSS"** means any software or source code licensed under an open source license as defined by the Open Source Initiative (<http://www.opensource.org>).

1.1.11 **"Research"** means the research project to be performed by University in accordance with the Agreement and described in the applicable Statement of Work.

1.1.12 **"Sponsor Materials"** means all Sponsor Background Intellectual Property and Sponsor- or Sponsor Affiliate-licensed Third Party Materials provided by Sponsor to University in connection with this Agreement, as may be described in the applicable Statement of Work.

1.1.13 **"Staff Members"** means (a) for Sponsor, employees, independent contractors, subcontractors, and consultants of Sponsor or its Affiliates, and (b) for University, employees, independent contractors, subcontractors, consultants, any faculty, Principal Investigator, researchers, student assistants, and students of University.

1.1.14 **"Statement of Work" or "SOW"** means a written statement of work (including all Addenda and other documents attached thereto and incorporated by reference therein) in substantially the form attached as

Exhibit A that is agreed upon and signed by Sponsor (or its Affiliates) and University for the performance of the Research under the Agreement.

1.1.15 “**Intellectual Property**” means any algorithms, APIs, components, data, designs, devices, diagrams, discoveries, documentation, equipment, formulae, hardware, ideas, inventions, know-how, measurements, methodologies, models, molds, outcomes, output, practices, products, protocols, prototypes, reports, results, schematics, software, specifications, technical information, test parameters, tools, trade secrets, works of authorship, and any other deliverables or Intellectual Property, and all Intellectual Property Rights therein.

1.1.16 “**Third Party Materials**” means Intellectual Property owned by a third party, including OSS.

1.2. **Other Defined Terms.** In addition to the terms defined in Section 1.1 the following terms will have the respective meanings assigned thereto in the Sections indicated below:

Defined Term	Section
Confidential Information	10.1
Joint Intellectual Property	1.1.7(c)
Key Personnel	3.1
Liability Exceptions	15
Project Intellectual Property	1.1.7(b)
Publication	9.2
Research Budget	5.2
Research Data	1.1.7(a)
Research Term	2.1
Sponsor Background Intellectual Property	1.1.4(a)
Term	4.1
University Background Intellectual Property	1.1.4(b)

1.3. **Order of Precedence.** In the case of any conflict between the documents that comprise the Agreement, the order of precedence shall be as follows:

- (a) this SRA, except:
 - (i) to the extent an Addendum or SOW clearly states that it is amending an applicable term of this SRA, and then any such amendments shall only apply to such Addendum or SOW; and
 - (ii) for alternative agreements for Sponsor Materials, if applicable, as set forth in Section 6.1.1;
- (b) an Addendum to this SRA; and
- (c) a Statement of Work (and its Addenda and attachments).

1.4. **Affiliates.** University acknowledges that Sponsor or an Affiliate of Sponsor may enter into Statements of Work with University as noted below. With regard to Statements of Work entered into by an Affiliate of Sponsor with University: (a) all references to “Sponsor” (including in “Party” or “Parties”) in the Agreement shall be deemed to mean the Affiliate which entered into the Statement of Work, and “Affiliate” of the applicable entity entering into the Statement of Work shall include Facebook, Inc.; (b) each reference to Facebook, Inc. will be deemed to refer to Facebook, Inc.; (c) each Statement of Work shall be subject to the terms and conditions of this SRA and legally binding exclusively upon the applicable Affiliate entering into such Statement of Work and

University; and (d) Facebook, Inc. shall have no liability under such Statement of Work.

2. Performance.

2.1. Performance of the Research. University will perform the Research as described in the applicable Statement of Work pursuant to the terms of the Agreement. Each Statement of Work will be in writing and signed by University and Sponsor (or an Affiliate of Sponsor). Unless otherwise agreed by the Parties, each Statement of Work will include: (a) a detailed description of the Research; (b) the schedule or term for performance of the Research (the "**Research Term**"); (c) the fees, reimbursable expenses and other compensation payable by Sponsor to University for the Research, and the Research Budget; (d) a description of any Sponsor Materials to be provided to University by Sponsor; and (e) a description of University Background Intellectual Property, OSS and other Third Party Materials anticipated to be incorporated into the Foreground Intellectual Property or otherwise used for the Research. Each Addendum will be in writing and signed by University and Sponsor.

2.2. Changes. The Parties may from time to time make changes to the Research to be performed by executing an amendment to the applicable SOW reflecting the changes.

2.3. Performance Standards. The Principal Investigators and all University personnel (including the Key Personnel) participating in or performing any Research will conduct the Research in accordance with generally-accepted academic standards of workmanship and effort at a quality comparable to research performed at major public and private research institutions within the United States. All Research carried on in University's laboratories will be entirely under the control of the Key Personnel.

2.4. Performance Restrictions. University will not use in performance of the Research or incorporate any University Background Intellectual Property, OSS or other Third Party Materials into any Foreground Intellectual Property without (a) first identifying such University Background Intellectual Property, OSS or other Third Party Materials to Sponsor, and (b) obtaining Sponsor's express prior written approval of University's use or incorporation of such University Background Intellectual Property, OSS or other Third Party Materials.

3. Key Personnel.

3.1. Identification. Each SOW will identify the following types of individuals as "**Key Personnel**" for the performance of the Research at University:

1. Principal Investigator
2. Co-Principal Investigator

The Key Personnel identified in the applicable SOW may be amended by written agreement between the Parties to specify, by name, additional Key Personnel who will perform the Research.

3.2. Replacement Personnel. In the event that a Principal Investigator becomes unable or unwilling to continue the Research, University will provide written notice to Sponsor and suggest a qualified researcher to replace such Principal Investigator. Sponsor may elect to: (a) approve the replacement candidate suggested by University; (b) decline to approve such replacement candidate, in which case University will provide the names of alternative qualified researchers as replacement candidates for the Principal Investigator until Sponsor approves a replacement candidate; or (c) terminate the Research and the applicable SOW immediately upon written notice to University.

3.3. Separate Engagement. University acknowledges that at any time and from time to time during the Term, Sponsor or its Affiliates may directly engage one or more of the Key Personnel or other researchers or University Staff Members as independent contractors of Sponsor or its Affiliates. University further acknowledges that in such event, the agreements governing the contractor engagements will establish the rights between Sponsor or its Affiliate and such personnel with regard to the direct engagement.

4. Term and Termination.

4.1. Term. The term of this SRA will commence on the Effective Date and will continue unless terminated in accordance with this SRA ("**Term**"). On expiration or termination of this SRA: (a) the Parties will not enter

into any additional SOWs under this SRA; and (b) the applicable SOW entered into during the Term will continue in full force and effect until completed (as governed by this SRA), unless the applicable SOW or Research is terminated in accordance herewith. The applicable SOW will continue for the Research Term set forth therein unless earlier terminated as set forth herein.

4.2. Termination.

4.2.1 *Termination by Sponsor.* Sponsor may, at its option, terminate the applicable SOW by giving University at least thirty (30) days' prior written notice of such termination. Sponsor may immediately terminate this Agreement if University is in breach of its undertakings under Section 7.4.4 (Compliance with Laws Generally) or Section 7.4.5 (Anti-Corruption).

4.2.2 *Termination by University.* If Sponsor defaults in payment of any amount due under Section 5 or the performance of any of its other material obligations under this Agreement, then University may terminate the applicable SOW by giving Sponsor thirty (30) days' prior written notice of such termination; provided, however, that such termination will not be effective if Sponsor substantially cures the default within such thirty (30) days after receipt of University's notice of termination.

4.2.3 *Other Termination.* The SRA may be terminated by either Party upon thirty (30) days' prior written notice to the other Party if there are no SOWs then in effect.

4.3. Effect of Termination. Upon any termination of the SOW, University will proceed in an orderly manner to promptly wind down and conclude the Research. Sponsor will pay University for all Research conducted through the date of termination. Termination or expiration of the SOW or the SRA will not affect either Party's rights and duties under Sections 1 (and any other defined terms), 3.3, 4.3, 5, 6.1.2, 6.2 (last sentence only), 7, 9, 10, 12 through 22.

5. Compensation.

5.1. General. As compensation for University's performance of the Research, Sponsor will pay University the fees, reimbursable expenses and other compensation set forth in the applicable Statement of Work, subject to the limitation set forth in Section 5.2. Sponsor must preapprove all reimbursable expenses in writing to the extent such amounts exceed the amount set forth in the applicable SOW.

5.2. Research Budget. The amounts payable by Sponsor for University's performance of the Research will, in no event, exceed the amounts described in the research budget set forth in the applicable Statement of Work ("**Research Budget**"). In the event that any amounts payable under this Section 5 are likely to exceed the respective amount budgeted in the Research Budget, University will promptly notify Sponsor and provide the following: (a) an explanation of the reasons why the respective amounts set forth in the Research Budget may be exceeded; (b) the estimated amount by which such amounts set forth in the Research Budget may be exceeded; (c) a description of any changes in the Research Budget that may be required to complete the Research in accordance with this Agreement; and (d) any changes in the Research that may be required to complete the Research within the then-current Research Budget. Sponsor must approve all amounts payable under this Section 5 that exceed the respective amount budgeted in the Research Budget in advance and in writing prior to University exceeding the Research Budget.

5.3. Payment. Unless otherwise specified in the applicable Statement of Work, University will issue invoices for amounts payable under this Section 5 on a monthly basis. Each invoice will be itemized as reasonably specified by Sponsor. Sponsor will pay University all undisputed amounts thereunder within sixty (60) days after receipt of University's validly issued invoice. If any invoice is disputed, the disputed amount will be due and payable within sixty (60) days after resolution of such dispute. All amounts payable under this Agreement are

denominated in United States dollars.

6. Equipment and Materials.

6.1. Sponsor Materials.

6.1.1 *License.* Sponsor may provide certain Sponsor Materials for use in Research as may be described in the SOW under which such Research is to be performed. Subject to the terms and conditions of this Agreement, Sponsor hereby grants to University (and its Staff Members) a nonexclusive, nontransferable, non-sublicensable right to use the identified Sponsor Materials during the Research Term at the University facilities solely for the performance of the Research in accordance with the Agreement; provided, however, that with respect to any Third Party Materials within the Sponsor Materials such right is limited to the same rights of access and use as Sponsor or its Affiliates possess under the applicable license with respect to such Sponsor- or Sponsor Affiliate-licensed Third Party Materials, or, if applicable, under the applicable license delivered with the Third Party Materials. University and its Staff Members will not use the Sponsor Materials for any other purpose without the express prior written consent of Sponsor. Sponsor may offer an alternative license agreement for Sponsor Materials, or an equipment loan agreement for Sponsor Materials comprised of tangible items, in each case as identified in the applicable SOW. Any such agreements shall supersede the foregoing license.

6.1.2 *Reservation of Rights.* Sponsor reserves all right, title and interest in and to all Sponsor Materials and any Intellectual Property Rights therein or thereto not granted in Section 6.1.1. Without limiting the foregoing, University and its Staff Members shall not (a) use any Sponsor Materials for the benefit of any person or entity other than Sponsor or its Affiliates, (b) separate or uncouple any portions of the Sponsor Materials, in whole or in part, from any other portions thereof unless and to the extent such separation or uncoupling is necessary for University to perform the Research, (c) take any actions that affect Sponsor's or its Affiliates' right, title or interest in the Sponsor Materials, (d) give access to Sponsor Materials to any third party without Sponsor's prior written consent, (e) remove, alter or obscure, any proprietary notices and licenses on any Sponsor Materials, or (f) modify, create derivative works of, reverse assemble, reverse engineer, translate, disassemble, decompile or otherwise attempt to create or discover any source code, underlying algorithms, ideas, file formats, programming interfaces of or other works from, or analyze to determine their composition or physical structure or perform destructive testing on, the Sponsor Materials by any means whatsoever, without the prior written approval of Sponsor or as permitted in an applicable SOW. For clarity, University has no right under the Sponsor Background Intellectual Property, Sponsor Materials, or other Sponsor Confidential Information in connection with University's use of the Foreground Intellectual Property.

6.1.3 *Return.* University will return all Sponsor Materials to Sponsor upon Sponsor's request and, in any event, when the Sponsor Materials are no longer needed by University for the performance of the Research.

6.2. Equipment Purchased by University. University shall not purchase any equipment or other tangible items for the Research with funding provided by Sponsor or otherwise at Sponsor's expense unless such equipment or items are expressly set forth in the Research Budget. Unless otherwise expressly agreed in writing by the Parties, title to any such equipment or other tangible items purchased by University for the Research will vest in University.

7. Intellectual Property.

7.1. Disclosure. University will promptly disclose to Sponsor periodically as specified in the SOW, and, in any event, no less than quarterly, all Foreground Intellectual Property, as described in Section 11 of this SRA.

7.2. Ownership.

7.2.1 *Background Intellectual Property.* As between the Parties, each Party reserves all right, title and interest in and to its respective Background Intellectual Property, subject to the licenses herein. This Agreement shall not be construed as implying that either Party hereto shall have the right to use Intellectual Property or Intellectual Property Rights of the other Party in connection with this Agreement, except as otherwise expressly provided herein.

7.2.2 *Project Intellectual Property.* As between the Parties, Project Intellectual Property will be owned by University, subject to Section 7.3.1 herein.

7.2.3 *Research Data.* As between the Parties, Research Data will be owned by University, subject to Section 7.3.1 herein. To the extent any Research Data includes personally identifiable information, subject to any terms in an Addendum pertaining thereto, University shall de-identify and anonymize all such data prior to delivery to Sponsor so that the Research Data delivered cannot be used to identify any particular individual who may have taken part in the Research.

7.2.4 *Joint Intellectual Property.* University and Sponsor shall jointly own Joint Intellectual Property, subject to Section 7.3.1 herein. University and Sponsor (for itself and its Affiliates) hereby agree (and shall be deemed to have consented) that each have the right (with the right to sublicense and transfer) to Exploit Joint Intellectual Property on a worldwide basis for any purpose for all fields without the approval of the other Party.

7.2.5 *Rights.* University shall take all actions required under applicable law to ensure that it acquires all rights in all Foreground Intellectual Property, including all Intellectual Property Rights therein, from all of its Staff Members to ensure full rights as stated in Section 7.3.1 can be granted to Sponsor and its Affiliates, and/or others as applicable.

7.3. Licenses to Sponsor.

7.3.1 Open Science Public Dedication of Certain Foreground Intellectual Property. University agrees and hereby dedicates all Intellectual Property Rights in all Foreground Intellectual Property to the public domain, with the exception of copyrights in Publications resulting from the Research. Subject to the Publication review requirements of Section 9.2, University will make the Foreground Intellectual Property resulting from the Research available for public dissemination within forty-five (45) days after the end of the Research Term. Upon completion of any required review by Sponsor in accordance with Section 9.2, University shall publish the Foreground Intellectual Property resulting from the Research in a peer-reviewed journal, treatise, trade publications, publicly available website (accessible freely by the public at no cost and without log-in credentials or terms and conditions governing the use of such Foreground Intellectual Property) or depositing the Foreground Intellectual Property in an internet repository, as applicable. University may also seek to present at international, national or regional professional meetings or symposia on the Foreground Intellectual Property. If University derives any Foreground Intellectual Property that is suitable for release as OSS, University will make such Foreground Intellectual Property available to the public under the terms of the BSD, Apache or MIT open source software license, selection of which of the three open source software licenses being at the discretion of the University. If University conceives or reduces to practice any patentable invention(s) that is Foreground Intellectual Property, University will publish such patentable invention(s) as necessary to cause such invention to be considered "prior art" under US patent law and to have equivalent effect under other national and international patent laws, treaties, or conventions. University agrees not to file any patent application(s) to claim such inventions and will not submit any other applications or filings for patent rights or copyrights worldwide with respect to the Foreground Intellectual Property. In the event that the agreement not to file any patent application(s) is ineffective for any reason, and one or more patents are obtained on the Foreground Intellectual Property, University hereby grants and agrees to grant Sponsor and the general public a license to the one or more patents under the Creative Commons Public Patent License, for no additional fees, royalties or other consideration. Furthermore, in the event that University's dedication of the Intellectual Property Rights in Foreground Intellectual Property to the public domain is ineffective to any extent for any reason, University hereby grants and agrees to grant to Sponsor and the general public under all Intellectual Property Rights in Foreground Intellectual Property a license under the Creative Commons CC0 1.0 Universal Public Domain Dedication (CC0 1.0), or other suitable public domain dedication license. Sponsor's and the general public's rights under this Section 7.3.1 include a license under all Intellectual Property Rights in and to any University Background Intellectual Property, OSS or other Third-Party Materials included or incorporated into the Foreground Intellectual Property. For clarity, University and the public have no right under the Sponsor Background Intellectual Property, Sponsor Materials, or other Sponsor Confidential Information in connection with such public use or disclosure of the Foreground Intellectual Property.

7.4. Covenants.

7.4.1 *No Government Rights.* University will ensure that none of the Foreground Intellectual Property will be subject to the rights of any federal or state government agencies. In the event that any University Background Intellectual Property that is or will be used in the Research, or incorporated in any Foreground Intellectual Property, are subject to the rights of any federal or state government agencies for any reason, University will specifically identify such University Background Intellectual Property and inform Sponsor of the rights of any such government agencies therein in writing prior to using any such University Background Intellectual Property in the Foreground Intellectual Property or Research. Any use of such University Background Intellectual Property in the Research is subject to Sponsor's prior written approval.

7.4.2 *No Federal Funding.* University warrants that it will not receive any funding from a funding agency of the U.S. government for the Research, and that none of the Foreground Intellectual Property will be subject to the rights and limitations of U.S. Public Laws 96-517 and 98-620, 35 USC §§200-211, and various implementing regulations, including those codified at 37 CFR Part 401, known generally and collectively as "Bayh-Dole Requirements."

7.4.3 *Trade Compliance.* Background Intellectual Property, Sponsor Materials, Confidential Information, and Foreground Intellectual Property arising from this Agreement may be subject to U.S. or EU regulations that relate to the export of technical data. Neither Party shall provide to the other Party any Background Intellectual Property, Sponsor Materials, Confidential Information, or Foreground Intellectual Property that is subject to U.S. or EU export controls without first (a) notifying the other Party, (b) obtaining consent to provide such Background Intellectual Property, Sponsor Materials, Confidential Information, or Foreground Intellectual Property, and (c) providing an Export Classification Number (ECCN) or export control list number to the receiving Party in writing for all such Background Intellectual Property, Sponsor Materials, Confidential Information, or Foreground Intellectual Property, other than EAR99 or that is classified on the EU Export Control List (EU 428/2009). In no event will the Parties provide Background Intellectual Property, Sponsor Materials, Confidential Information, or Foreground Intellectual Property that is controlled for export on a munitions list. University acknowledges that Sponsor is required to comply with all applicable U.S. and EU trade sanctions. All Sponsor Materials and Sponsor Confidential Information is provided in accordance with U.S. export and trade regulations, diversion contrary may be prohibited. Notwithstanding the above, Sponsor acknowledges that University may be eligible to claim a fundamental research exemption for the Research performed under this SRA, and nothing in the above Section is intended to prevent University from claiming such exemption.

7.4.4 *Compliance with Laws Generally.* In connection with the negotiation and performance of this Agreement, University, on behalf of itself and its Affiliates, the Staff Members, and their respective directors, officers, representatives and agents, represents and warrants that they have complied, and covenants that they shall comply, with all applicable laws, rules, and regulations and that they have used and shall use only legitimate and ethical labor and research practices. University has implemented a set of internal controls to ensure compliance with all applicable laws, rules, and regulations and its internal policies.

7.4.5 *Anti-Corruption.* In connection with the negotiation and performance of this Agreement, University, on behalf of itself and its Affiliates, the Staff Members, and their respective directors, officers, representatives and agents, represents and warrants that they have not engaged in, and covenants that they shall refrain from, offering, promising, paying, giving, authorizing the paying or giving of, soliciting, or accepting money or Anything of Value, directly or indirectly, to or from: (a) any Government Official to (i) influence any act or decision of a Government Official in his or her official capacity, (ii) induce a Government Official to use his or her influence with a government or instrumentality thereof, or (iii) otherwise secure any improper advantage; or (b) any person in any manner that would constitute bribery or an illegal kickback, or would otherwise violate applicable anti-corruption law. "Anything of Value" includes, but is not limited to, cash or a cash equivalent (including "grease", "expediting" or facilitation payments), discounts, rebates, gifts, meals, entertainment, hospitality, use of materials, facilities or equipment, transportation, lodging, or promise of future

employment. “**Government Official**” shall refer to any official or employee of any multinational, national, regional, or local government in any country, including any official or employee of any government department, agency, commission, or division; any official or employee of any government-owned or -controlled enterprise; any official or employee of any public educational, scientific, or research institution; any political party or official or employee of a political party; any candidate for public office; any official or employee of a public international organization; and any person acting on behalf of or any relatives, family, or household members of any of those listed above.

7.4.6 *Nondiscrimination.* Sponsor or its Affiliate(s) is a federal contractor and maintains an equal opportunity/affirmative action program in accordance with applicable law. As a result, University must, in accordance with applicable law, afford equal employment opportunity to all of its applicants and employees, regardless of their race, color, national origin, sex, age, religion, marital status, sexual orientation, gender identity and gender expression, protected veteran status, disability, or other basis protected by law. Also as a result, but only if applicable, the Equal Opportunity Clauses set forth in 41 C.F.R. parts 60-1.4(a) and the employee notice found at 29 C.F.R. Part 471, Appendix A to Subpart A are incorporated by reference herein. In addition, but also only if applicable, University will abide by the requirements of 41 CFR §§ 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities.

8. Patent Prosecution and Enforcement.

[Reserved]

9. Publication.

9.1. Right to Publish. Notwithstanding anything to the contrary in this Agreement, Sponsor acknowledges that University’s involvement in the Research must be publishable or otherwise available for public dissemination, and agrees that, subject to this Section 9, University has the right to present at international, national or regional professional meetings or symposia, and to publish in journals, theses or dissertations, or other research events or publications, methods, information and data resulting from or gained in pursuing the Research.

9.2. Sponsor’s Right to Review. For the avoidance of doubt, in order to avoid improper disclosure of Sponsor proprietary information or loss of patent protection through public disclosure of said information, prior to the publication or presentation of abstracts, articles, manuscripts, presentations or other communications describing any research or results related to the Research (each a “**Publication**”), University will furnish Sponsor with copies of any proposed Publication for Sponsor’s review at least forty-five (45) days in advance of such proposed Publication. Sponsor will have such forty-five (45) day period after receipt of said copies to review such proposed Publication. In addition to publicity requirements in Section 13(b), if Sponsor identifies any Sponsor Background Intellectual Property, Sponsor Materials or other Confidential Information of Sponsor during its review of such Publication, then prior to the submission of such Publication by University for public dissemination, Sponsor may give written notification to University of Sponsor’s identification of such Sponsor Background Intellectual Property, Sponsor Materials or other Confidential Information. Upon receipt of such written notice from Sponsor, University will expunge all such Sponsor Background Intellectual Property, Sponsor Materials and other Confidential Information identified by Sponsor from the proposed Publication materials prior to submission for Publication and will not disclose or publish any such Sponsor Background Intellectual Property, Sponsor Materials or other Confidential Information. Specifically, Sponsor’s publication review process requires a full review for both the first full draft of a Publication and after modifications following reviewer feedback (often referred to as the ‘camera ready’ stage) prior to final submission to a journal or conference.

10. Confidentiality.

10.1. Confidential Information. All proprietary, confidential and trade-secret information disclosed or submitted to University by Sponsor or its Affiliates or their respective Staff Members which (a) is designated in writing as confidential information at the time of disclosure or (b) should reasonably be considered confidential given the nature of the information or the circumstances under which it was disclosed is “**Confidential**”

Information". The terms of this Agreement, all Sponsor Materials, Sponsor Background Intellectual Property, Research Data and other Sponsor-provided specifications, directions, materials, schematics, formulae, test parameters, measurements and other information and data will also constitute "**Confidential Information**." University will maintain in confidence, using no less than reasonable measures, all Confidential Information. University will only disclose the Confidential Information to its Staff Members that need to receive it in connection with their performance under the SOW, and only if such Staff Members are bound by obligations of confidentiality no less onerous than these. University will only use Confidential Information disclosed or submitted to it under the applicable SOW under which it was disclosed and solely for Sponsor's or its Affiliates' benefit.

10.2. Exclusions. Confidential Information excludes information that: (a) was known to University prior to its disclosure in connection with this Agreement; (b) was received by University from a third party rightfully in possession of such information and with no obligation to maintain its confidentiality; (c) becomes part of the public domain without the fault of University or without any breach of this Agreement; or (d) is independently developed or discovered by University without use of or reference to any Confidential Information.

10.3. Permitted Disclosure. The obligations in Section 10.1 do not apply to Confidential Information that is required to be disclosed by law, provided that University (a) promptly notifies Sponsor prior to disclosing such Confidential Information so as to provide Sponsor with sufficient time to oppose or seek to limit such disclosure, and (b) if Sponsor's efforts to oppose or limit such disclosure are ultimately unsuccessful, discloses Confidential Information only to the extent required to comply with applicable law and uses commercially reasonable efforts to obtain confidential treatment of any Confidential Information disclosed. In the event a request is made of University for Sponsor Background Intellectual Property, Sponsor Materials or other Sponsor Confidential Information under the applicable data practices act or freedom of information act or equivalent to which University is subject, University agrees to immediately notify Sponsor of said request and provide its determination as to whether disclosure is legally required, in addition to the anticipated disclosure date, if any, and to allow Sponsor an opportunity, in its discretion and at its sole expense, to seek a protective order or otherwise protect the confidentiality of the information.

10.4. Duration. The obligations of confidentiality under this Section will survive and continue during the Term and for the period ending five (5) years after the expiration or termination of the last to expire of this SRA and any SOWs hereunder; provided, however, that trade secrets shall continue to be subject to these obligations of confidentiality until they become part of the public domain through no fault of University or its Staff Members.

11. Reports. University will furnish Sponsor with written reports during each Research Term summarizing the Research conducted and the Foreground Intellectual Property Derived no less frequently than every six months, or such shorter reporting period agreed in the SOW. Such reports will include a description of the progress and activities of the Research during the applicable reporting period and in accordance with the milestone schedule set forth in the applicable SOW. In addition, such reports will identify any delays that occurred during the applicable reporting period or are reasonably anticipated to occur during a future reporting period, and will include a proposal or recommendation for any adjustments that may be necessary to the milestone schedule as a result of such delay. A final report setting forth the accomplishments and significant Research findings and identifying all Foreground Intellectual Property Derived will be prepared by University and submitted to Sponsor within ninety (90) days of the completion of the Research. During each Research Term, representatives of University will meet with representatives of Sponsor, upon Sponsor's request, at times and places mutually agreed upon by the Parties to discuss the progress of the Research.

12. Notices. All notices and disclosures (including those pursuant to Section 11) given under this Agreement must be in writing and delivered in person or sent by certified or registered return receipt mail, postage prepaid, or by overnight delivery, or by email followed by one of the foregoing methods of mailing, as follows:

If to Sponsor:

Facebook, Inc.

If to University:

[insert institution]

Attention: Legal
Address: 1601 Willow Road
Menlo Park, CA 94025
Email: _____

Attention: _____
Title: _____
Address: _____
Email: _____

With a copy to:

Name: _____
Title: Manager
Address: 1601 Willow Road
Menlo Park, CA 94025
Email: _____

And to the applicable Affiliate under the
SOW.

13. Publicity. Neither Party will use the name, tradenames or trademarks of the other Party, Sponsor's Affiliates, or the other Party's Staff Members, in connection with (a) any products, promotion, advertising or other public communications or (b) with regard to University, in any Publication, without the prior written permission of an authorized representative of Sponsor. The foregoing will not, however, preclude any legally required disclosure subject to Section 10.3, or acknowledgement of sponsorship as required by the guidelines of an academic organization, subject to Sponsor's prior written consent.

14. Warranties; Disclaimer.

14.1. Warranties. University warrants that: (a) the Principal Investigators and all University personnel (including the Key Personnel) participating in or performing any Research will conduct the Research in accordance with generally-accepted academic standards of workmanship and effort at a quality comparable to research performed at major public and private research universities within the United States; (b) it has the full right, power and authority to perform its obligations under this Agreement and to grant to Sponsor all rights described in this Agreement; and (c) the execution of the SRA and the SOW and the performance of its obligations hereunder, does not and will not violate any agreement to which University is a party or by which University is otherwise bound.

14.2. Disclaimer. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, EACH PARTY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING THE CONDITION OF THE RESEARCH OR ANY SPONSOR MATERIALS, FOREGROUND INTELLECTUAL PROPERTY OR BACKGROUND INTELLECTUAL PROPERTY, WHETHER TANGIBLE OR INTANGIBLE, CONCEIVED, DISCOVERED OR DEVELOPED UNDER THIS AGREEMENT; OR THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE RESEARCH OR ANY SPONSOR MATERIALS, FOREGROUND INTELLECTUAL PROPERTY OR BACKGROUND INTELLECTUAL PROPERTY OR OTHER ITEMS DELIVERED HEREUNDER.

15. Limitation of Liability.

15.1. Limitations. Except for the Liability Exceptions: (a) neither Party (including its Affiliates) will be liable to the other Party (or its Affiliates) for any indirect, consequential or other similar damages suffered under or relating to this Agreement; and (b) in no event will either Party's (including its Affiliates') liability under or relating to this Agreement exceed the amount paid by Sponsor to University in the twelve (12) months preceding the first claim hereunder. Multiple claims shall not extend this cap.

15.2. Exceptions. The "Liability Exceptions" are (a) violation, infringement or misappropriation of Background Intellectual Property or Sponsor Materials, including breach of any of the license rights or restrictions herein, (b) breach of a Party's representations and warranties herein, (c) breach of a Party's

obligations under Section 9 and Section 10.

15.3. **Interpretation.** The foregoing shall apply whether the applicable claim arises in contract, tort, or otherwise, and whether or not the damages were foreseeable.

16. **Assignment.** Neither Party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other Party; provided, however, that Sponsor may assign this Agreement, in whole or in part, (a) by way of a merger or change in control or to a successor in ownership of all or substantially all its business assets to which the Agreement relates, and (b) to one or more of its Affiliates, in which case all references to Sponsor shall be adjusted accordingly. Any other purported assignment in violation of this Section will be void.

17. **Severability.** Any provision of this Agreement held unenforceable or illegal by a court of competent jurisdiction will be severable from the remainder of the Agreement, which will continue in full force and effect.

18. **Independent Contractor.** Nothing in this Agreement creates any relationship between the Parties other than that of independent contractors. Neither Party will hold itself out as an agent, subsidiary, or affiliate of the other Party or have any authority to bind the other Party to any third-party obligations.

19. **Headings; Interpretation.** In this Agreement, the singular includes the plural and the plural the singular; the terms "including" and "include" means "including but not limited to"; references to "or" mean each item in the list individually or any combination of them, including all of them; and references to a "Section" will mean a section of this Agreement, unless otherwise expressly stated. All Section titles in this Agreement are for reference purposes only and will not control or alter the meaning of this Agreement as set forth in the text.

20. **Governing Law.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of California without reference to its choice of law rules to the contrary. University irrevocably consents to the exclusive jurisdiction of the state and federal courts located in San Mateo County, California with respect to any disputes or claims arising out of or relating to this Agreement.

21. **Entire Agreement.** This SRA, which includes Exhibit A attached hereto, and the SOW and any Addendum hereunder contains the entire agreement between the Parties, and supersedes any prior or contemporaneous representations or agreements, written or oral regarding the subject matter thereof. No amendments or changes to this SRA or any Addendum to this SRA will be effective unless made in writing and signed by authorized representatives of University and Facebook, Inc. No amendments or changes to the SOW or an Addendum to the SOW will be effective unless made in writing and signed by authorized representatives of University and Sponsor (or the applicable Affiliate). All correspondence regarding terms of this Agreement will be sent as specified in Section 12.

22. **Equitable Relief.** Each Party acknowledges and agrees that any breach by it, its Affiliate or by any of its Staff Members, agents or representatives of the licenses, restrictions on use or confidentiality provisions hereof may cause irreparable harm to the other Party (or its Affiliates or licensors) and that actual damages may be difficult to ascertain and in any event may be inadequate. Accordingly, in the event of such breach, the licensor/disclosing Party shall be entitled to temporary and/or permanent injunctive relief against the licensee/receiving Party, its Affiliate(s) or its Staff Members, agents or representatives (in addition to such other legal or equitable remedies as may be available), without the necessity of proving irreparable harm or actual damage.

IN WITNESS WHEREOF, the Parties hereto have caused this SRA to be executed by their duly authorized representatives as of the Effective Date.

SPONSOR:

Facebook, Inc.

UNIVERSITY:

By:

Name:

Title:

By:

Name:

Title:

EXHIBIT A

STATEMENT OF WORK

dated XXX

for XXX

This Statement of Work (“**SOW**”) between Facebook, Inc. (“**Sponsor**”) and the Technical University of Munich, a non-profit educational institution with business offices located at Arcisstraße 21, 80333 München, Germany (“**University**”), is a Statement of Work under the Sponsored Research Agreement (including its Exhibit, the “**SRA**”) dated as of **December 1, 2019** by and between Facebook, Inc., with a business address at 1601 Willow Road, Menlo Park, CA 94025 and University, and is effective as of **December 1, 2019** (“**SOW Effective Date**”). Sponsor and University may be referred to, individually, as a “**Party**” and, collectively, as the “**Parties**” in this SOW. This SOW incorporates the SRA by reference herein. In the event of a conflict between the SRA and this SOW, the terms of the SRA shall prevail unless this SOW clearly states that it is amending an applicable term of the SRA, and any such amendments shall only apply to this SOW.

The Parties agree as follows:

Research Project: Beyond DeepFakes: Full Fabricated Reality

Research Purpose: Develop, test, and refine algorithms to detect complex fabricated media extending beyond facial manipulations to full body motions, full body swapping, and hoaxes encompassing a “full fabricated reality”

Research Description: We have seen in the last years the rise of algorithms capable of creating realistically looking face image forgeries, also called deepfakes. Deepfakes include the generation of new faces as well as face swapping, i.e., transferring a person’s face to another person’s video, mimicking all the facial expressions. This can be achieved by relying on a face model or in a fully data-driven fashion. Even if the quality of the output images is outstanding, the transfer to videos leads to more artifacts and unrealistic motions. Furthermore, most works have so far been applied only to faces, with new research pointing towards full body swapping. Nonetheless, works under very restricted conditions, with one unique set of body motions and pose. The goal of this project is to go from faces and still images to a full fabricated reality. This entails the generation or transfer of full body motions, including several poses and clothing, ensuring that the results are temporally coherent.

Project goals:

1. Temporal coherence for generation:

Our first goal is to explore the temporal coherence of generated videos. We will follow our recent work to study the use of a temporal discriminator for video generation pipelines based on Generative Adversarial Networks (GAN). This can be directly applied to the current Deep Fake Detection Challenge (DFDC) to improve the quality of the generated videos. (Year 1)

2. Temporal coherence for detection:

Our second goal is to use motion as a cue for fake video detection. Generated images have an outstanding quality these days, but far less attention is placed on generating a realistic motion when rendering fake videos. One can see small flickering on the eyelids or unnatural smile patterns that could be used to detect “fake motions” related to a fake video. We expect a motion-based detector to generalize much better than an appearance-based detector, as it will not overfit on small artifacts that are heavily dependent on the type of generation algorithm. (Year 1)

3. Beyond faces and towards full body generation

Our third goal will be to move towards full body generation under a wide range of motions. For this, we will leverage the large amounts of recorded data from Facebook Reality Labs. We aim at pursuing body swapping in a fully data-driven fashion, bypassing the need of detailed body models which would require more knowledge of the scene and the body parts. (Year 1+2)

4. Multi-view generation

Our fourth goal will be to extend the full-body generation to multiple views. The main idea is to be able to transfer the body shape, the motion and to further render the scene from a completely different viewpoint. This will allow us to generate a diverse set of videos all showing the same fake reality. (Year 2)

5. Multiple interacting persons

Our final goal is to perform body swapping on multiple people interacting on a scene. We will leverage our recent work to identify and track each person. One key challenge will be to properly model the interaction point between individuals, for which we will need special training data.

We plan to record such data at TUM. The recording will be done at a small-scale and as a proof-of-concept. If the concept proves to be successful, Facebook can then record a more large-scale fully-ethical dataset of interacting people. (Year 2)

Research Term: December 1, 2019 – December 1, 2021

Milestones and Deliverables:

1. Dataset 1. Contribution to the DFDC by providing generated videos with more temporal coherence.
2. Dataset 2. Proof of concept dataset of multiple interacting people for multi full body swapping.
3. Facebook-TUM co-authored publications in CVPR/ICCV/NeurIPS/ICML/ICLR/ECCV. For publications, we will schedule according to the conference deadlines.
4. Research code. We will schedule these code deliverables whenever we have benchmarked studies of one or more pieces of algorithms working.

Timeline:

Deliverable	Due Date
Reports under Section 11	Bi-annual reports (every six months)
Deliverable 1: Contribution to the DFDC by providing generated videos with more temporal coherence.	December 1, 2020
Deliverable 2: Proof of concept dataset of multiple interacting people for multi full body swapping	December 1, 2020
Deliverable 3: Facebook-TUM co-authored publications in CVPR/ICCV/NeurIPS/ICML/ICLR/ECCV	For publications, we will schedule according to the conference deadlines.

Deliverable 4: Research code	We will schedule these code deliverables whenever we have benchmarked studies of one or more pieces of algorithms working.
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University Personnel Resources:

Key Personnel:

1. Principal Investigator: Prof. Dr. Laura Leal-Taixé leal.taixe@tum.de

The PI of this initiative will dedicate approximately 25% of their time to this initiative. The PI will similarly be supported by 2 post-docs (full time for two years), 1 PhD student (full time for two years), and 2 interns (working full time for 3 months each) during the term of the project.

University Background Intellectual Property and Third Party Materials: [] (If None, state 'None')

In accordance with the SRA, University will not use in performance of the Research or incorporate any University Background Intellectual Property, OSS or any other Third-Party Materials into any Foreground Intellectual Property without:

- (a) first identifying such University Background Intellectual Property, OSS or other Third-Party Materials to Sponsor, and
- (b) obtaining Sponsor's express prior written approval of University's use or incorporation of such University Background Intellectual Property, OSS or other Third-Party Materials, and
- (c) it being understood that University Background Intellectual Property and any such Third Party Materials (including OSS) that may be included or incorporated into any Foreground Intellectual Property will be included in the rights granted by University to Sponsor and its Affiliates under Section 7.3.

Therefore:

- (i) University Background Intellectual Property to be used or incorporated:

[NTD: Insert a description of all University Background Intellectual Property to be used or incorporated into the Foreground Intellectual Property]

- (ii) OSS and other Third-Party Materials to be used or incorporated:

[NTD: Insert a description of all OSS and other Third-Party Materials to be used or incorporated into the Foreground Intellectual Property]

Sponsor Materials:

[NTD: Include details of all Sponsor Materials if we provide any, including any Third Party Materials Sponsor is providing, and any specific license terms associated with such Sponsor Materials]

Export Controls:

[NTD: enter export classification/restrictions of any items/information used in the project or specify "not applicable"]

Reporting:

Submission of written reports in accordance with Section 11. Weekly to monthly review with students involved and TUM PI Prof. Dr. Laura Leal-Taixé. Research code transition coordination to integrate into Facebook's codebase when necessary. Public dissemination of results in top conferences and journals such as CVPR/ICCV/ECCV/NIPS/ICML/AAAI may be co-authored by TUM and Facebook researchers in a timely fashion.

Research Budget:

The budget for this initiative will not exceed \$694,984.

Payment:

This is a fixed funding agreement; the total identified below will not be exceeded without prior written consent from Sponsor. Upon execution of this SOW, University will submit invoices for payment due within thirty (30) days from receipt of the invoice in accordance with the following schedule:

- \$173,746 due upon execution of this SOW
- \$173,746 due upon completion of Deliverable 1 and 2 (or acceptance of narrative progress report documenting progress toward completion of these deliverables)
- \$173,746 due upon completion of Deliverables 3 and 4 (or acceptance of narrative progress report documenting progress toward completion of these deliverables)
- \$173,746 due upon receipt and acceptance of the final report

Total: \$694,984 (including overhead)]

IN WITNESS WHEREOF, the Parties hereto have caused this SOW to be executed by their duly authorized representatives as of the SOW Effective Date.

SPONSOR:

By:

Name:

Title:

UNIVERSITY:

By:

Name:

Title: