

Tencent America LLC
2747 Park Blvd.
Palo Alto, CA 94306

Date: **Apr.29**, 2022

Attn: XXXXXX

The Faculty of Information Technology

Brno University of Technology

Faculty of Information Technology, Brno University of Technology, Božetěchova 2, 612 66 Brno, Czech Republic

Re: Donation from Tencent AI Lab Rhino-Bird Gift Fund (the “Fund”)

Dear XXXXXX,

Thank you for your research proposal of *Multichannel Speaker Recognition and Diarization in Far-field and Noisy Data* (“**Research**”). Our committee has reviewed your Research proposal and considered it as a fascinating and promising project. We are pleased to notify you that we would like to support your Research by funding you a total amount of 50,000 USD (“**Donation**”) pursuant to the terms of this letter.

Purpose and Funding

The main purpose of the Fund is to encourage and support eminent and brilliant scholars specialized in cutting-edge researches of AI (including but not limited to machine learning, computer vision, automatic speech recognition, and natural language processing). There are no restrictions imposed on the Donation except that it will be used to support the Research. The nature of the Donation will be considered as a gift rather than a contract for services. However, you should consult with your tax advisor regarding any tax implications for receiving such Donation.

The Donation does not involve any technology transfer or intellectual property rights to Tencent Holding Limited (including its affiliates) (“**Tencent**”). All intellectual property or data resulting from the use of this gift will be retained by Brno University of Technology (“**University**”). University will not provide, and Tencent will not access, any material nonpublic technical information. However, all intellectual property and data resulting from use of this gift will, as soon as practicable, be made publicly available under a permissive open source license (e.g. MIT, BSD or Apache open source license). Except as provided in this letter, no other agreements have been made with respect to intellectual property or data ownership.

No Partnership; No Improper Benefit

By accepting the Donation, University, acknowledges, agrees, warrants, and represents the following:

(A) nothing in this letter (1) will be construed as creating a partnership, joint venture, employment, or agency relationship; (2) will obligate Tencent to proceed with any cooperation or transaction with you or University; and (3) will cause any potential or actual conflict of interest issues;

(B) University will use the Donation (1) in good faith and in accordance with the highest standards of ethical conduct; (2) to consummate the Research and to serve the purpose of the Donation; and (3) in compliance with all applicable laws, rules and regulations (including without limitation anti-bribery laws); and

(C) (1) no individual or entity will improperly benefit, whether directly or indirectly, from the Donation; and (2) you and University are duly and validly authorized to accept the Donation.

Foreign Gift Reporting Compliance

If the University is required by law to disclose the Donation to any authority, government agency or investigating body (“**Disclosure Requirements**”), University will fully comply with the Disclosure Requirements, including 20 U.S.C. § 1011f, if applicable as to Tencent, which codifies Section 117 of the Higher Education Act of 1965. University will confirm in writing to Tencent of its compliance with the Disclosure Requirements, including in each calendar year where § 1011f disclosure is required as to Tencent, notify Tencent at the address above (Attn: Legal Department) by letter no later than thirty (30) days from the applicable compliance deadline—under the statute, “January 31 or July 31, whichever is sooner”—confirming that a compliant report was timely filed.

Please indicate acceptance of the terms of this letter by signing and returning to the undersigned a copy of this Agreement by yourself and an authorized representative of the University. In addition, please return (1) the completed Donation Form attached as Exhibit A; (2) Form W-9; and (3) invoice to Tencent America LLC from Payee (as stated on the Donation Form) with the description “Tencent AI Lab Rhino-Bird Gift Fund.”

Sincerely,

Brent Irvin
President, Tencent America LLC

ACCEPTED AND AGREED:

“University”

Brno University of Technology

Signature: _____

Name: prof. Dr. Ing. Pavel Zemčík

Title: Dean of the Faculty of Information Technology

Date: _____

ACKNOWLEDGED BY:

XXXXX

Signature: _____

Date: _____

XXXXX