



REGIONE AUTÓNOMA
DE SARDIGNA
REGIONE AUTONOMA
DELLA SARDEGNA

ASPAL –Agenzia Sarda per le Politiche Attive del Lavoro

and



Huawei Authorized Information and Network Academy (HAINA)

AGREEMENT

Huawei Authorized Information and Network Academy Agreement

Version 3.0 (June 2018)

This Agreement is made effective on the latter date of signing by duly Authorized Representatives (“**Effective Date**”) by and between

Huawei Technologies Italia SRL a company incorporated and existing under the laws of **Italy**, having its registered office at **Via Lorenteggio 240- Torre A, 20147 Milano** and with registered number 04501190963 (hereinafter referred to as “**Huawei**”);

and

ASPAL –Agenzia Sarda per le Politiche Attive del Lavoro, existing under the laws of **Italy**, having its registered office at Via Is Mirrionis, 195, 09122 Cagliari and with registered number 92028890926, (hereinafter referred to as the “**Academy**”).

Huawei and the Academy collectively referred to hereinafter as the “Parties” and each individually as a “Party”.

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BACKGROUND

The Academy desires to be appointed as a HAINA to provide the authorized training to unemployed Sardinian young people as a support for the acquisition of new competences required by the labour market and facilitate their labour insertion;

Huawei desires to so appoint the Academy as a HAINA, in accordance with the terms and conditions of this Agreement;

Accordingly, in consideration of the foregoing, the mutual covenants and undertakings hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATIONS

In this Agreement, except as otherwise provided, the following words and expressions shall have the meanings defined hereinafter.

1.1. Definitions

"Academy", shall refer to the entity, entering into this Agreement with details as provided in the registration application to be a HAINA.

"Agreement" shall mean this Agreement entered into between the Parties including all of its attachments.

"Applicable Law" shall mean the laws specified at Article 14.1(a).

"Business Day" shall mean weekdays excluding any public holidays in the Territory.

"Confidential Information" shall mean any proprietary information, trade secrets, processes, price list, data, know-how (whether it is technical in nature or not), and, research, development, policies, technology, design, Material, software and business activities, strategies, or any other information of the disclosing Party which is either marked or stated to be confidential by the disclosing Party to the other Party, or is by its nature reasonably treated as confidential.

"Huawei Authorized Information and Network Academy" ("HAINA") or **"Huawei ICT Academy"** means an entity which is certified and authorized by Huawei to deliver official technical and certification training to selected participants using the Huawei authorized training curriculum and tools.

"Huawei Certified Academy Instructor" ("HCAI") means an individual who has been certified by Huawei as an instructor, remains in good standing, and is currently hired by the Academy.

"Material" shall mean Software, literary works, specifications, design documents, processes, methodologies, programs, program listings, programming tools, documentation, data bases, reports, drawings and other similar work products.

"Intellectual Property Rights" or **"IPR"** shall mean patents, rights to inventions, copyright and related rights, Trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer

software, database rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (and rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world.

"Term" shall mean the period stated at Article 7 including each agreed extension thereof.

"Territory" shall mean the geographical area in which the Parties will conduct cooperation under this Agreement. The Territory for this Agreement is the country where the Academy is registered.

"Trademark(s)" shall mean those trademarks, trade names, service marks, slogans, designs, distinctive advertising, labels, logos, and other trade-identifying symbols as are or have been developed and used by Huawei or any of its affiliate companies anywhere in the world and which Huawei owns or has the right to use in the Territory.

"Training Kits" shall mean the genuine course related materials that is authorized and provided by Huawei to the Academy as training materials for students.

1.2. Interpretation

- a) References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- b) References in this Agreement to articles, recitals, clauses, sections, paragraphs, appendices and schedules are to articles, recitals, clauses, sections, paragraphs, Appendices and Schedules in this Agreement.
- c) All headings are inserted for convenience only and shall not affect the interpretation of this Agreement.
- d) Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- e) Except where the context requires otherwise, words in the singular includes the plural and vice versa.

2. SCOPE OF AGREEMENT

- 2.1. DURING THE TERMS OF THIS AGREEMENT, HUAWEI HEREBY APPOINTS THE ACADEMY, ON A NON-TRANSFERABLE, NON-EXCLUSIVE AND REVOCABLE BASIS, AS A HAINA TO IMPLEMENT THE STANDARD TRAINING PROGRAMS TO STUDENTS IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT IN THE TERRITORY. FOR THE AVOIDANCE OF DOUBT, THIS AGREEMENT SHALL NOT CONSTITUTE A SALES AGREEMENT OR DISTRIBUTION AGREEMENT BETWEEN HUAWEI AND THE ACADEMY.
- 2.2. The Academy shall prepare the training environment and equipment and/or simulator to meet the experimental requirements of Huawei's training programs, and only after such preparation is ready, will Huawei grant the certificate and the nameplate to the Academy as a HAINA.

- 2.3. The Academy shall comply with the Code of Conduct for Partners of Huawei as specified in the following URL (Uniform Resource Locator) address: <http://partner.huawei.com/web/worldwide/code-of-conduct-for-partners>; and Huawei reserves the right to revise and interpret above mentioned document at its discretion.
- 2.4. Huawei will provide an electronic copy of Training Kit and authorizes the Academy to print the Training Kit for training courses.
- 2.5. The HAINA courses are only opened for the Academy's selected participants.

3. AGREEMENT DOCUMENTS

- 3.1. This Agreement shall be consisted of the following contractual documents as amended from time to time as provided herein and in case of any inconsistency, discrepancy or conflict among those contractual documents, the following order of priority shall apply to the extent necessary to resolve the inconsistency, discrepancy or conflict:
 - a) This Agreement;
 - b) The Academy's information as provided in the application.

4. RESPONSIBILITIES AND OBLIGATIONS

- 4.1. The Academy and Huawei shall each appoint a contact person to assume responsibility for the day to day interface and operational performance of work under this Agreement.
- 4.2. Responsibilities and Obligations for the Academy
 - a) The Academy shall be solely and exclusively responsible for effecting or securing, if is required by Applicable Law in the Territory, at its own cost, all necessary governmental and regulatory permits, licenses and registrations required in connection with the execution or performance of its obligations under this Agreement in the Territory and providing Huawei with copies of all agreements and other documentation relating thereto upon Huawei's request.
 - b) The Academy's preparation of resources, such as human resources, hardware and equipment and training environment, shall meet Huawei's requirements of related policies and regulations as provided by Huawei on its website <http://partner.huawei.com/web/worldwide/partner-policy>, wherein the HAINA related policy could be found under the Talent Alliance tab; and the Academy shall guarantee the legality of the related resources it used for authorized training programs. Huawei shall be held harmless from any related legal disputes due to the Academy's infringement in the preparation.
 - c) The Academy shall not act on behalf of or in the name of Huawei or as the exclusive or sole agent or in similar terms unless otherwise authorized by Huawei in writing in advance. The Academy shall ensure its students to be aware that the Academy is an independent party who is not empowered to act on behalf of Huawei or bind or represent Huawei in any manner. Therefore, any agreement engaged into by and between a student and the Academy will be considered executed only between the Academy and this student. Any arrangements between the Academy and a student with respect to sale, purchase or service will need to be defined in separate and specific agreement between the Academy and each student.

- d) The Academy shall print the Training Kits according to the latest electronic copies provided by Huawei. The Training Kits shall only be printed for authorized training courses, and the number of the Training Kits printed by the Academy shall not exceed the quantities required by training courses.
- e) The Academy shall request and encourage its HAINA related staff and students to register and provide information on www.huaweiacad.com, so that the operation reports can be produced, which include but not limited to ‘HAINA Teacher’ report, and ‘HAINA Course’ report, etc.. If any information provided by the Academy is fake or fabricated, Huawei shall have the right to unilaterally disqualify the Academy, and terminate this Agreement without bearing any liability.
- f) The instructors assigned by the Academy for teaching a specific course shall be HCAI certified for the corresponding course, and the certified level of HCAI shall be the same or higher than the level required for that specific course. The training plan, training content, training implementation, and archiving of training materials of the Academy shall be organized and implemented according to related policies, regulations and guidelines of Huawei.
- g) The Academy promises to train at least **twenty (20)** students a year. If the Academy fails to achieve the lowest training target specified in this clause for 12 months, Huawei shall have the right to disqualify the Academy, and terminate this Agreement without bearing any liability.
- h) The Academy shall safeguard Huawei's interests and image, and properly handle the relationship with students. The Academy is obliged to correctly introduce Huawei and Huawei's training program to the students, and appropriately manage the relationship with their students in relation to HAINA activities at any occasions. If the Academy's improper behaviors has caused any litigation from a related third party, the Academy shall defend, indemnify, and hold Huawei harmless from and against the litigation at its own cost, and bear all the legal responsibilities.
- i) The Academy shall make efforts to maintain a high satisfaction level of training and participation rate for student.
- j) Training quality control

The Academy shall endeavor to provide high quality training at all times and make every effort to improve the quality of training. The Academy must always encourage students to submit surveys, and request teachers to provide feedback and instructors reports at www.huaweiacad.com.

Based on the feedback information from the Academy and other sources (such as telephone interview and online survey), if the Academy's training quality is seriously unsatisfactory, the Academy shall take remedial actions within one month (during the month the training activities will be suspended); and further, Huawei reserves the right to terminate this Agreement at its convenience without bearing any liability, if the Academy still cannot reach the target of training quality after the remedy duration.

If any serious complaints in relation to the delivery, management and quality of training of HAINA courses are made by students against a specific HCAI instructor, Huawei shall have the right to revoke the HCAI status for that instructor.

4.3. Responsibilities and Obligations for Huawei

- a) Huawei will support the Academy for its HCAI development.
- b) Huawei shall grant a certificate and nameplate to the Academy after the Academy passes Huawei's HAINA evaluation process.

- c) Huawei shall qualify instructors from the Academy if the instructors meet the requirements of HCAI, and grant the HCAI Certificate to the instructors for teaching of authorized training course.
- d) Huawei reserves the right to inspect and monitor the training quality of the Academy according to the reports produced from www.huaweiacad.com based on the data provided by the Academy and other sources, and evaluate the Academy's qualifications. If the Academy's training quality doesn't meet the requirements, Huawei may at its own discretion assist the Academy for improvement, require the Academy to take remedial actions, and/or take any other applicable actions.
- e) With a one month's prior written notice, Huawei reserves the right to adjust training contents, and training course durations at Huawei's own discretion. The Academy shall implement the new regulations unconditionally.
- f) Huawei shall provide Huawei policies, management regulations, programs and technical documentation applicable to the Academy. Huawei reserves the rights to unilaterally amend such policies, regulations and programs from time to time.

5. REPRESENTATIONS AND WARRANTIES

5.1. Either Party represents and warrants to the other that:

- a) it is a corporation duly incorporated and existing under the laws of the place where it is registered and has full power and authority to enter into this Agreement and to perform its obligations herein contained;
- b) the persons executing this Agreement on its behalf have authority to do so, and, in so doing, to bind it thereto;
- c) it shall perform its obligations under this Agreement using all due skill and care and in a manner equivalent to or better than the good industry practices.

5.2. The Academy warrants, represents and undertakes that:

- a) the execution and delivery of this Agreement and its performance of the covenants and agreements herein contained are not limited or restricted by and are not in conflict with any provision of its business license, articles of incorporation, articles of association or similar organizational documents, any Applicable Laws or any governmental authorization or approval, any contract, agreement or other instrument to which it is bound and it has received all necessary authorizations, consents and licenses required to enter into this Agreement;
- b) it shall be solely and exclusively responsible for effecting or securing at the Academy's own cost all necessary authorizations, permits, licenses and registrations (collectively, the "Consents") required by all Applicable Laws in connection with the execution or performance of this Agreement; Without limitation to the generality of the foregoing such Consents shall be obtained from governmental and regulatory bodies; and shall not violate any Applicable Laws, and any other policies or agreements. The Academy acknowledges that Huawei is relying on its compliance with the Applicable Laws legally to grant authorization and no provisions in this Agreement shall cause or be construed to cause Huawei to violate any Applicable Laws;
- c) there are no actions, suits or proceedings or regulatory investigations pending, or to the Academy's knowledge, threatened against the Academy that might adversely affect the ability of the Academy to meet and carry out its obligations under this

Agreement.

- d) it has disclosed to Huawei all documents issued by any governmental department that may have a material adverse effect on its ability to fully perform its obligations under this Agreement, and the documents previously provided by it to Huawei do not contain any misstatements or omissions of material facts; and
 - e) all information and data it provides to Huawei prior to or following the Effective Date of this Agreement are true, complete and correct in all material respects and are not misleading, and shall be transferred to Huawei strictly in accordance with all Applicable Laws.
 - f) it does not rely on any other representations, descriptions, illustrations or specifications contained in any other communications or documents including catalogues or publicity materials produced by Huawei which are not stated expressly in this Agreement.
- 5.3. Any breach of this Article 5.1 and Article 5.2 shall be a material breach of this Agreement.

6. CHANGE MANAGEMENT

- 6.1. Both Parties shall have the right to request or reject changes to the provisions of this Agreement.
- 6.2. For each change, one Party shall provide the other Party with a written offer. Such offer shall contain terms necessary to give effect to the change in question.
- 6.3. Any change shall be valid only if it is made out in writing and signed by the person authorized in writing by each Party. Changes shall not have retroactive effect.

7. TERM AND TERMINATION

7.1. Term

This Agreement will take effect from the Effective Date.

- a) Agreement becomes effective in the first half of the calendar year

This Agreement which takes effect in the first half of the calendar year will expire upon December 31st of the current year, unless terminated earlier pursuant to this Agreement or extended by completing extension progress on Huawei Partner Portal (eChannel, ePartner or any other platform as identified by Huawei, where applicable) and permitted by Huawei. Where such extension is agreed, all references to "Term" herein shall be deemed to cover the period of such extension.

- b) Agreement becomes effective in the second half of the calendar year

The Agreement which takes effect in the second half of the calendar year will expire upon December 31st of the next year, unless terminated earlier pursuant to this Agreement or extended by completing extension progress on Huawei Partner Portal and permitted by Huawei. Where such extension is agreed, all references to "Term" herein shall be deemed to cover the period of such extension.

7.2. Termination

- a) This Agreement may be terminated at any time by the mutual written consent.

- b) Either Party may terminate this Agreement immediately by giving written notice to the other Party, if the other Party:
 - (i) is in material breach of any term of this Agreement, which shall include but without limitation to, any breach of [2 SCOPE OF AGREEMENT](#), [4 RESPONSIBILITIES AND OBLIGATIONS](#), [5 REPRESENTATIONS AND WARRANTIES](#), [9 INTELLECTUAL PROPERTY RIGHTS](#), [14 COMPLIANCE WITH LAWS](#);
 - (ii) explicitly refuses to remedy or the breach continues un-remedied;
 - (iii) becomes bankrupt or is the subject of proceedings for liquidation or dissolution on business or becomes unable to pay its debts as they come due;
- c) During the Term, Huawei may terminate this Agreement by written notice to the Academy if:
 - (i) the ownership or control of the Academy is acquired by a person, firm or company that compete with Huawei, directly or through its affiliates, or there is any other material change in the ownership of the Academy that Huawei considers to be detrimental to its interests; or
 - (ii) the Academy assigns part or whole of this Agreement to a third party without prior written consent from Huawei.
 - (iii) the Academy's training cannot satisfy Huawei or student's reasonable requirements.
- d) The termination of this Agreement pursuant to [Article 7.2 b\)](#) and [7.2 c\)](#) shall become effective at the date when the notice on the termination is duly given to the other Party;
- e) Huawei may terminate this Agreement at any time, in its sole discretion, without cause upon giving one hundred and twenty (120) days prior written notice to the Academy.

7.3. Effect of Termination

Upon termination of this Agreement:

- a) the Academy shall cease to hold itself out as a HAINA or Huawei ICT Academy.
- b) the Academy shall return to Huawei all Confidential Information supplied by Huawei which is related to any aspect of the business of Huawei together with all copies thereof or, at the option of Huawei, destroy and confirm in writing the destruction of such Confidential Information;
- c) The termination of this Agreement does not and will not exempt or relieve the defaulting Party from its obligations and liabilities to the non-defaulting Party arising under this Agreement prior to the effective date of termination;

8. CONFIDENTIALITY

- 8.1. Either Party (the “**Receiving Party**”) shall keep confidential the Confidential Information disclosed by the other Party (the “**Disclosing Party**”) during the Term of this Agreement and for a five (5) years period following the termination of this Agreement; except in respect of Software and trade secrets under Applicable Laws, where such obligations shall be perpetual.

- 8.2. The Receiving Party shall handle Confidential Information with the same degree of care it applies to its own confidential information, and shall use the Confidential Information of the Disclosing Party only to the extent necessary to fulfill its obligations or exercise its rights under this Agreement.
- 8.3. The Receiving Party shall restrict disclosure of, and access to, Confidential Information to its affiliates, employees, agents, advisors, or subcontractors who have a need to know in order for the Receiving Party to perform its obligations or exercise its rights under this Agreement, and who have assumed obligations of confidentiality no less restrictive than those contained herein. The Receiving Party shall be responsible for any breach of this **Article 8 (CONFIDENTIALITY)** by its affiliates, employees, agents, advisors or subcontractors to whom it has disclosed Confidential Information.
- 8.4. The provisions in **Article 8 (CONFIDENTIALITY)** shall not apply to any information which the Receiving Party can prove:
- a) is or becomes public knowledge other than by breach of this **Article 8 (CONFIDENTIALITY)**;
 - b) is in the possession of the Receiving Party without restriction in relation to disclosure before the date of receipt from the Disclosing Party;
 - c) is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - d) is independently developed without access to the Confidential Information disclosed by the Disclosing Party.
- 8.5. The Receiving Party will be entitled to disclose Confidential Information if such disclosure is required by a court, administrative body, or regulatory body (including a stock exchange) of competent jurisdiction, whether as a result of any application made by the Receiving Party or an investigation initiated by the regulatory body, or otherwise, provided that the Receiving Party shall:
- a) give prompt written notice of any such requirement for disclosure to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy;
 - b) take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body; and
 - c) in any event, make such disclosure only to the extent so required.

9. INTELLECTUAL PROPERTY RIGHTS

- 9.1. The Academy acknowledges and accepts that any and all of the Intellectual Property Rights pertaining to the training of Huawei are and shall remain the property of Huawei or its licensors. The Academy will not during the Term or at any time after the expiration or termination of this Agreement in any way question or dispute the ownership of any such Intellectual Property Rights of Huawei. The Academy also acknowledges that Intellectual Property Rights belonging to Huawei or its licensors can only be used in accordance with this Agreement.
- 9.2. Except as otherwise agreed in this Agreement, during the Term Huawei grants the Academy a non-exclusive, revocable, non-transferable and non-sub-licensable right to use, reproduce and copy Huawei Material only to the extent explicitly required for the purpose of delivering training within the Territory in accordance with Huawei's written

consent.

- 9.3. The Academy acknowledges and agrees that Trademarks shall be used in accordance with the HUAWEI Trademark Policy available at the following URL address: <http://e.huawei.com/en/partner/partner-program/legal/sub-legal/trademark-policy>, which is subject to Huawei unilateral change from time to time and is subject to the prior written consent of Huawei. Huawei shall be entitled to inspect training at the premises of the Academy to confirm full compliance with the terms set forth in this Agreement. Upon receipt of written notice from Huawei, the Academy shall immediately cease to use Trademarks provided that Huawei notifies the Academy that there is trademark infringement risk and requires the Academy to cease to use such Trademarks immediately. The Academy shall not use third party's trademark to promote the training without such trademark owner's written permission. In no event shall Huawei be responsible for the Academy's use of third party's trademark to promote the training, and the Academy shall hold Huawei harmless from infringement caused by the use of third party's trademark by the Academy.
- 9.4. In no event shall the Academy reverse compile or disassemble Products and/or Software.
- 9.5. The Academy shall not take or assist to take or cause to be taken any action to challenge, contest, impair, invalidate or tend to challenge, contest, impair or invalidate the patents, copyright or Trademarks of Huawei and will not do anything that might prejudice the reputation or promotion of any training. The Academy shall not directly or indirectly apply for registration of any trademarks, trade names, domain names or other signs which contain Huawei's Trademarks, domain names or any part thereof or which may cause confusion with Huawei's Trademarks or domain names. The aforementioned obligations shall survive upon termination and expiry of this Agreement.
- 9.6. The Academy shall take reasonable measures to safeguard Huawei IPRs from any unauthorized use or disclosure provided that in no event will such efforts be less than the degree of care that the Academy exercises in protecting its own IPR.
- 9.7. **Software**
- a) Huawei has the exclusive right, title and interest in Huawei Software;
 - b) Any Software either incorporated in the Products or delivered to the Academy together with the Products shall be governed by the terms and conditions of the Software license included in the relevant Software program ("**Software License**"). Huawei grants the Academy a non-exclusive, irrevocable non-transferable (except as below) and non-sub-licensable right to use the Software within the Territory in solely accordance with the terms of the Software License and this Agreement. The Academy shall only supply, or provide service for the Products subject to such Software License;
 - c) Except as otherwise provided in this Agreement or approved in writing by Huawei, the Academy shall not, itself or through any other third party, modify, vary, enhance, copy, reproduce, adapt, disassemble, decompile, translate, sub-lease, license, or otherwise deal with Software or any part of it. The Academy shall not make any copy of the Software except for the sole purpose of back-up and archival;
 - d) The Academy agrees that the Software provided to it by Huawei under this Agreement or any renewals, extensions, expansions, modifications, chargeable upgrades, enhancements or changes thereof, shall, as between the Parties hereto, be treated as Huawei IPR.
- 9.8. Notwithstanding any other provision in this Agreement and without prejudice to the generality of the other provisions in this Agreement, Huawei shall have the right to seek other remedies available at law and in equity including statutory damages, compensatory damages, loss of goodwill, loss of profits and revenue and loss of income and any other

damages resulting from the Academy's breach of the provisions of this **Article 9 (INTELLECTUAL PROPERTY RIGHTS)**.

- 9.9. The Academy can extract contents from Huawei's Training Kits to enrich its curriculum teaching materials, provided that, such extraction should only be made with Huawei's prior written approval, and clearly marked as extracted from Huawei Training Kits. The copyright of such extraction materials should still remain with Huawei.
- 9.10. The Academy shall not disclose, sell, lease, transfer, share or permit the use of Huawei's training documents (including paper-based documents and e-documents) to any third party in any way, such as reproducing, distributing or publishing the Training Kits for any use other than delivering authorized training to Students.
- 9.11. If the Academy infringes any of Huawei's intellectual property rights Huawei shall reserve the right to unilaterally disqualify the Academy, and reserve the right to take further legal actions. This Agreement will automatically terminate upon the date of Huawei's notice for the disqualification, and Huawei does not bear any liability for unilaterally terminating this Agreement.
- 9.12. The Academy shall notify Huawei promptly of any breach or suspected breach of this **Article 9 (INTELLECTUAL PROPERTY RIGHTS)** and further agrees that it will, at Huawei's request, assist Huawei to protect Huawei's intellectual property rights including pursuing an action against any third parties.

10. FORCE MAJEURE

- 10.1. Delay in or failure of performance by either Party under this Agreement shall not constitute a default or give rise to any claim for damages or penalties if and to the extent that such delay or failure is caused, wholly or in part, directly or indirectly, by Force Majeure Event.
- 10.2. A Party seeking relief from its obligations under this Agreement based on a Force Majeure Event (the "**Affected Party**") shall, within fifteen (15) days after it becomes aware of such event, give written notice to the other Party (the "**Unaffected Party**") of the circumstances constituting the Force Majeure Event and shall keep the Unaffected Party informed of the progress in resolving the Force Majeure Event. The Affected Party shall be liable for losses resulting from its failure to give notice which could have otherwise been avoided.
- 10.3. Both Parties shall take all reasonable efforts to minimize the adverse effects of the Force Majeure Event on the performance of its obligations under this Agreement and to resume the performance of such obligations as soon as the Force Majeure Event ceases.
- 10.4. The Affected Party shall be entitled to an extension of time equal to the duration of Force Majeure Event for the performance of the affected obligations.
- 10.5. If the Force Majeure Event continues for more than ninety (90) days, a discussion shall be held between the Parties in order for the obligations of the Parties to be otherwise performed. If the Force Majeure Event continues for more than one hundred and eighty (180) days and/or the Parties have not agreed upon a substitute schedule for performing the obligations, either Party may, upon thirty (30) days' prior written notice, terminate this Agreement.

11. LIMITATION OF LIABILITY

- 11.1. THE TOTAL LIABILITY OF HUAWEI UNDER THIS AGREEMENT (INCLUDING ITS SUBCONTRACTORS) ON ALL CLAIMS, WHETHER BASED ON CONTRACT, TORT, INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, PROPERTY DAMAGE OR OTHERWISE, RESULTING FROM OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT, INCLUDING ANY LIQUIDATED DAMAGES, SHALL NOT EXCEED **TEN THOUSAND (10,000) US DOLLARS** OR THE AGGREGATE AMOUNT OF RELEVANT PURCHASE ORDERS PAID BY THE ACADEMY TO HUAWEI AND/OR HUAWEI'S PARTNERS IN CONNECTION WITH AND/OR UNDER THIS AGREEMENT IN THE SIX (6) MONTHS PERIOD PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO THE LIABILITY, WHICHEVER IS LOWER; AND IF SUCH DAMAGES RESULT FROM THE ACADEMY'S DISTRIBUTION OF PRODUCTS AND/OR SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES THE ACADEMY PAID HUAWEI FOR THE DEFICIENT PRODUCTS AND/OR SERVICES GIVING RISE TO THE LIABILITY. THIS LIMITATION IS CUMULATIVE AND NOT PER-INCIDENT.
- 11.2. EXCEPT FOR OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL HUAWEI BE LIABLE TO THE ACADEMY FOR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, GOODWILL OR ANTICIPATED SAVINGS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN AGREEMENT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF HUAWEI HAS BEEN ADVISED OF THEIR POSSIBILITY THEREOF.

12. DATA PROTECTION AND PRIVACY

- 12.1. In the performance of this Agreement each Party will collect and process personal information. The Parties will comply with the privacy laws that apply in each jurisdiction in which information is collected and used, and will ensure that the requirements of their respective privacy policies are followed with a view to protecting all personal information collected. Both Parties agree to use commercially reasonable technical and administrative measures to protect the security of all the personal data that it collects and processes.
- 12.2. Where the Academy provides personal information of its staff, students and/or other related personnel to Huawei (including but not limited to the name, phone number and email address) for the purpose of execution or performance of this Agreement, including, but not limited to, accessing, processing, storing and/or transferring these data, the Academy shall be responsible for effecting or securing at the Academy's own cost, all necessary approvals, permits, consents, licenses and registrations required by all applicable laws. The Academy warrants that the provision and transfer of such personal information to Huawei will comply with all applicable data protection and privacy laws. The Academy agrees to authorize Huawei to process the same for the performance of this Agreement.
- 12.3. Any personal information processed or accessed under this Agreement by the Academy in the performance of its obligations hereunder shall be limited to that is necessary to perform such obligations or to fulfill any legal requirements according to this Agreement. The Academy shall not use any personal information for its own marketing or any other purposes.

- 12.4. Either Party shall explicitly authorizes the other Party and its affiliates, employees, agents, advisors, or subcontractors who have a need to know to store, use and transfer any Business Contact Information wherever they do business, in connection with any product and/or service of Huawei or in furtherance of the business relationship of both Parties, for the purpose of fulfilling this Agreement in compliance with the Applicable Laws especially including without limitation, the data protection laws and regulations. It further warrants to the other Party that it will obtain any necessary consent in advance so that the other Party can store, use and transfer the Business Contact Information for the intended purpose in compliance with all applicable laws if the Business Contact Information includes any personal data. For the purpose of this Article, the Business Contact Information including without limitation to, the business contact information of both Parties, users, and/or any third parties who are interested in the operation of the Academy and of Huawei.
- 12.5. Either Party shall take all appropriate technological, physical and organizational security measures required to protect any Business Contact Information provided by either Party to the other Party for the above-mentioned purpose. It shall use such Business Contact Information as strictly necessary for the performance of its obligations under this Agreement or as otherwise directed in writing by the other Party.

13. EXPORT CONTROL

The Academy shall comply with all applicable export control laws and regulations as well as United Nations Security Council resolutions and international treaties (for the purposes of this [Article 13](#), collectively “**Export Control Laws**”) to which all Training Kits and/or training services supplied by Huawei under this Agreement are subject. The Academy shall take all necessary measures to ensure that the Training Kits and/or training services shall not, directly or indirectly, be resold or transferred to the prohibited end users or for the prohibited end use by any applicable export control laws and regulations, unless properly authorized by the appropriate government authorities. Compliance with such requirements shall be subject to periodic audits by Huawei.

14. COMPLIANCE WITH LAWS

- 14.1. In connection with the carrying out its obligations and responsibilities under this Agreement, the Academy represents and warrants the following:
- a) The Academy shall comply with all country, federal, state and local laws, ordinances, codes, regulations, rules, policies, licensing requirements, regulations and procedures, including, without limitation, such laws and regulations related to recycling or take-back programs for packaging, the use of products under telecommunications laws/regulations, protecting personal data and privacy, safeguarding cyber security, protecting the trade secrets and IPRs, and all applicable anti-corruption laws (collectively, the “**Applicable Laws**”);
 - b) The Academy shall not take any action or permit or authorize any action which may render Huawei in violation of Applicable Laws;
 - c) The Academy, (which for purposes of this Article shall include all of the Academy’s employees, agents, representatives, affiliates and any person who performs services on behalf of the Academy) agrees that it will not, in connection with this Agreement, (or in respect of any other agreement or understanding between the Academy and Huawei), bribe, or attempt to bribe (which shall include without limitation, any offer of any form of payment, gift or other form of inducement, reward or advantage,

charitable donations, facilitation payments, and/or political contributions (whether of money or anything of value)) Huawei, any of Huawei's agents, representatives, affiliates or persons employed by or acting on behalf of Huawei, any customers or potential customers of Huawei, any public or government officials or employees, public international organizations, political parties, or private individuals or other entities ("**Relevant Party**");

- d) In no event shall Huawei be obligated under this Agreement to take any action or omit to take any action that Huawei believes, in good faith, would cause it to be in violation of any laws of the Territory identified in this Agreement or the Applicable Laws.
 - e) The Academy has not, prior to the date of this Agreement, bribed or attempted to bribe any Relevant Party in order to secure and/or retain any business either in connection with this Agreement or otherwise.
- 14.2. If the Academy discovers that it has or may have violated any of the provisions in this **Article 14 (COMPLIANCE WITH LAWS)**, the Academy shall immediately notify Huawei in writing and cooperate with any investigations by Huawei into such matters.
- 14.3. Notwithstanding any other provision in this Agreement, Huawei may terminate this Agreement immediately upon written notice if the Academy breaches any of the representations and warranties set forth in this Article 14. the Academy will indemnify and hold harmless Huawei and its directors, officers, employees, agents, affiliates and subsidiaries against any and all liabilities, losses and expenses, including any fines imposed by any relevant government or regulatory authority and any legal fees, costs and expenses, which Huawei and its directors, officers, employees, agents and affiliates and subsidiaries may incur as a result of the Academy's breach of this **Article 14 (COMPLIANCE WITH LAWS)**.

15. GOVERNING LAW AND DISPUTES RESOLUTION

- 15.1. This Agreement shall be governed by and construed in accordance the substantive law of the country where Huawei is registered without referring to its conflict rules.
- 15.2. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or its interpretation.
- 15.3. All disputes, controversies or claims arising out of or in connection with or in relation to this Agreement of its negotiation, performance, breach, existence or validity, whether contractual or tortious, shall be submitted to the competent court of the country where Huawei is registered.

16. MISCELLANEOUS

- 16.1. **Legislative decree 231/2001.** Each Party shall comply with the Italian Legislative Decree 231/2001, their respective code of ethics and conducts and 231 Models and any other anti-bribery or similar legislation in any jurisdiction where business or services will be conducted or performed pursuant to this Agreement.

Neither Party shall directly or indirectly pay, offer, promise or give anything of value (including any amounts paid or credited to the Party or given either in the form of compensation, gift, contribution or otherwise) to any employee or official of a government, government controlled or owned enterprise or company, political party, candidate for political office, or to any other person, entity or organization while being

aware of or having a belief that: i) such money or item of value will be passed on to one of the above, to influence any act or decision by such person or by any government body for the purpose of obtaining, retaining or directing business to the other Party or ii) is contrary to Italy and applicable foreign law, or iii) which creates the appearance of impropriety.

Should a Party fail to comply with the obligations of this section, the other Party may immediately terminate this MOU.

- 16.2. **Amendment.** No provision of this Agreement shall be binding on either Party unless made in writing and signed by the person authorized in writing by the Parties. All amendments to this Agreement shall be integral parts of this Agreement.
- 16.3. **Waiver and Accumulation of Remedies.** Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the Party to whom the waiver is addressed and in the circumstances for which it is given. Any failure to exercise, or any delay in exercising, a right or remedy by either Party shall not constitute a waiver of that right or remedy, or of any other rights or remedies. The rights and remedies provided by this Agreement are cumulative and, unless otherwise provided in this Agreement, are not exclusive of any right or remedies provided at law, in equity or otherwise under this Agreement.
- 16.4. **Severability.** In the event any provision (or part thereof) of this Agreement is held to be unenforceable under Applicable Law, this Agreement shall be construed as if said unenforceable provision (or part thereof) had not been contained herein and such unenforceability shall not affect any other provision of this Agreement; the Parties shall negotiate in good faith to replace the unenforceable provision (or part thereof) with a provision carrying similar commercial effect.
- 16.5. **Assignment and Subcontract.**
- a) Except as otherwise provided in this Agreement, neither Huawei nor the Academy may assign, novate, sub-contract or otherwise transfer any of its rights or obligations under this Agreement in whole or in part, or grant, declare, create or dispose of any right or interest in it without the other's prior written consent (such consent not to be unreasonably withheld or delayed);
 - a) Huawei shall be entitled to assign, novate, sub-contract or otherwise dispose of or deal with any or all of its rights and/or obligations under this Agreement to any affiliates or to any third party purchasing substantially the whole of the business to which the Products and/or Services relate provided that it shall give written notification to the Academy of any exercise of its rights under this [Article 16.12 \(Notice.\)](#);
 - a) Subject to the foregoing restriction, this Agreement shall be binding upon and inure to the benefit of the Parties' respective successors and assignees.
- 16.6. **Relationship of the Parties.** The rights of each Party under this Agreement are not intended to be exclusive in any manner, except as specifically set forth herein. The Parties hereunder shall perform activities hereunder only as independent contractors and neither Party shall be, nor represent itself to be, a joint venture, partnership, broker, employee, agent or legal representative of the other for any purpose whatsoever. Further, nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind on the other Party's behalf, implied or

otherwise, without prior review and written agreement.

- 16.7. **Languages.** Upon execution, this Agreement may be translated into other language, provided, however, that in the event of any discrepancies between the English version and any other version, the English version shall be the original and take precedence in the interpretation of the terms in question. The English language shall be the official language of all correspondence, meetings and dispute resolution between the Parties.
- 16.8. **Survival of Provisions.** Any provisions of this Agreement which expressly or by their nature are intended to survive the termination of this Agreement, including Article titled Confidentiality, Intellectual Property Rights, Intellectual Property Rights Indemnification, Limitation of Liability, Termination, Governing Law and Disputes Resolution, Miscellaneous, will continue in full force and effect subsequent to and notwithstanding such termination, until such provisions are satisfied or by their nature expire.
- 16.9. **Entire Agreement.** This Agreement comprises the entire agreement between the Parties hereto concerning the subject matter herein and replaces any prior or written communications between the Parties, all of which are excluded.
- 16.10. **Security.** Each Party agrees that, when employees or agents of the visiting Party are on the premises of the host Party, they will at all times comply with all security regulations in effect. The visiting Party further agrees to abide at all times with off premises security regulations when the visiting Party has under its control Confidential Information of the host Party. Each Party specifically agrees not to disclose to any third Party any information, systems, products, ideas, processes or methods of operation observed at the other Party's facilities, all of which shall be deemed Confidential Information as defined herein.

16.11. Marketing and Publicity

- a) Logo and name. The Academy and Huawei hereby grants each other a non-exclusive right to use, display its name and logo in electronic, web-based and/or printed form on materials either internally or externally, for exhibition and promotion of the status that the Academy is a HAINA. Such use and display should only occur when the Academy's HAINA agreement is effective and without violation of confidentiality obligations.
- b) **Publicity Limitations.** Before publishing a press release or other marketing materials in any media other than above Subsection (a), the Academy shall obtain Huawei's review and written approval in advance, and release only the final approved version. The Academy shall avoid any improper marketing and advertising activities or conducts, such as misrepresentation of the relationship between Huawei and the Academy, any exaggerated, deceptive, false and/or defamatory description or statements against Huawei. If the Academy has conducted any improper behavior stated above, Huawei reserves the right to take any remedy actions, including but not limited to immediate termination of this Agreement, and/or pursue further legal actions, etc.

16.12. Notice.

- a) Unless otherwise expressly provided in this Agreement, all notices and other communications to be given under or in connection with this Agreement shall be made in writing and delivered by hand delivery, facsimile or pre-paid recorded or registered mail, addressed to the Parties at the addresses designated by them in this Agreement or as subsequently changed by notice duly given;
- b) Either Party may from time to time change the addresses or other contact information by serving written notice to the other Party delivered in accordance with

this clause;

- c) Any such notices and other communications shall be deemed to have been duly given:
 - (i) when delivered, if delivered by hand during normal business hours of the recipient;
 - (ii) upon dispatch if sent by facsimile provided that the sending Party shall have obtained electronic or other confirmation of accurate and complete transmission;
 - (iii) on the third (3rd) Business Day after being sent by pre-paid recorded or registered mail.

16.13. **URLs.** The Academy hereby confirms that it has the ability to access, has accessed, has read and agreed to, the information made available by Huawei at all of the world wide web sites/URLs/addresses/pages referred to anywhere throughout this Agreement. The Academy acknowledges that Huawei may modify any URL address or terminate the availability of any information at any address without notice to the Academy.

This Agreement has been duly signed by the Parties hereto.

HUAWEI: Huawei Technologies Italia SRL

Authorized signature: _____

Name: Miaoxiaoyang

Title: Managing Director

Date:

Academy: ASPAL –Agenzia Sarda per le Politiche Attive del Lavoro

Authorized signature: _____

Name: Massimo Temussi

Title: General Director

Date: