



MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is entered into this 27th day of August, 2018 ("**Effective Date**"), by and between the **University of Wisconsin-Madison College of Engineering**, ("**UW-Madison**"), and **FEWI Development Corporation**, a Wisconsin corporation ("**Foxconn**"). Foxconn and UW-MADISON shall be referred to individually as a "**Party**" and collectively as the "**Parties**."

WHEREAS, the Parties' desire to jointly develop an institute known as the **Foxconn Institute for Research in Science and Technology ("FIRST")** primarily located at the Wisconn Valley Science and Technology Park in Racine County, Wisconsin, where FIRST's mission is to foster interdisciplinary research aimed at solving fundamental and applied science problems across multiple fields in engineering and physical science; and,

WHEREAS, this MOU memorializes the Parties' preliminary intentions and understandings that have been discussed to date with respect to the basic terms and conditions under which they will work together towards the development of FIRST.

NOW THEREFORE, the Parties state as follows:

1. FIRST will potentially be composed of the following:
 - a. Facilities located at the Wisconn Valley Science and Technology Park. These facilities shall be owned by Foxconn.
 - b. Facilities located close to the UW-Madison campus. These facilities shall be owned by Foxconn.
 - c. Foxconn-sponsored facilities located on the UW-Madison campus in engineering. These facilities shall be owned by UW-Madison.
2. FIRST will have certain areas of focus, including Civil & Environmental Engineering, Chemical & Biochemical Engineering, Mechanical Engineering, Electrical and Computer Engineering, Computer Science, Data Science, Material Science, and IE/Operation Research.
3. The Parties agree to work together to identify and employ an Executive Director for FIRST who, in turn, will identify and employ the Director(s) for each Center of Excellence (see Addendum I and Addendum II).
4. Foxconn agrees to provide, upon consultation with UW-Madison, the physical infrastructure for FIRST including:
 - a. Providing comprehensive space for collaboration, research and technology testing/proving grounds for the areas identified in this MOU and Addendum I; and
 - b. Working in good faith with UW-Madison to provide equipment, where applicable, and to participate in the construction of future phases of FIRST.
5. Foxconn agrees to establish a presence in Madison to support research conducted on the UW-Madison campus with a real and positive impact on FIRST and the research conducted therein.



This presence potentially will be established through the facilities close to the UW-Madison campus described in Section 1.b above.

6. The Parties understand that the establishment of FIRST will require startup funds upwards of \$10 million.
 - a. Funding for the construction of facilities at the Wisconn Valley Science and Technology Park and in Madison but off of UW-Madison's campus for FIRST (as described in Sections 1.a and 1.b above) will come from Foxconn.
 - b. Once FIRST is approved, UW-Madison agrees to work in good faith to obtain start-up funds directly or through grant funding to develop this innovative campus. These startup funds may be directed, if acquired, to the UW-Madison campus facilities identified in Section 1.c above or for research.
7. Once approved, the Parties strive **to open FIRST by year 2020 with a minimum cohort of 100 researchers**. The Parties agree to discuss cost sharing to bring on new faculty members to staff the cohort.
8. The Parties plan to develop a physical institute with unique features including:
 - a. Significant technology with a focus on artificial intelligence, big data, and specific key research application areas as identified by FIRST.
 - b. Simulation connected to Foxconn's AI 8K+5G ecosystem to reach locally, regionally, nationally, and internationally.
 - c. Enhanced proximity to industries to facilitate learning, the entrepreneurial mindset, novel career pathways and research.
9. Foxconn agrees to supply the high performance computing, high-speed networking, and cloud server storage capabilities as well as sensor, robotics, LCD-TFT panel and IT/computing systems technologies for FIRST, where applicable.
10. Foxconn agrees to provide FIRST access to micro-fabrication as well as large-scale fabrication facilities within the Wisconn Valley Science and Technology Park for the advancement of research and development to be conducted at FIRST.
11. The Parties will work together to develop national and international collaborations to create an international education, research & development, and testing/proving destination for the key research application areas identified by FIRST, e.g., mobility technologies.
12. The Parties will work together to advocate to state and federal governments to prioritize and to resource innovative solutions to the overlying research questions addressed by FIRST.
13. A rapid plan for communication to the community at large regarding this initiative will be developed.

The terms and conditions for this MOU are subject to final negotiations by the Parties and, until there is a formal agreement reduced to writing and executed by the Parties, there is no contractual obligation on the part of either of the Parties, with the exception that the Parties continue to be bound by the confidentiality obligations as set out in the Non-Disclosure Agreement. The Parties acknowledge the importance of finalizing the terms and conditions and shall use commercially reasonable efforts to accomplish that goal.



This MOU shall expire five (5) years from the Effective Date.

IN WITNESS WHEREOF, the Parties have caused this MOU to be executed by their respective authorized representatives on the date first above written.


**The University of Wisconsin-Madison
College of Engineering**

By: 

Name: Ian Robertson

Title: Dean

FEWI Development Corporation

By: 

Name: Dr. Alan S. Yeung

Title: President



ADDENDUM I

In addition to the terms and conditions in the Memorandum of Understanding (“MOU”), the Parties further desire to explore jointly a **Center of Excellence in Mobility** (“Center”) under the Foxconn Institute for Research in Science and Technology (“FIRST”) primarily located in the Wisconn Valley Science and Technology Park. The Center’s mission is to foster interdisciplinary research aimed at solving fundamental and applied science problems in the field of mobility in line with the mission of FIRST.

1. The Center shall potentially be composed of the following:
 - a. Academic research buildings, classrooms/lecture halls, simulation labs, testing facilities and/or proving grounds, offices/collaborative working space, new materials fabrication and prototyping facilities to be located at the Wisconn Valley Science and Technology Park in Racine County, Wisconsin. These facilities shall be owned by Foxconn.
 - b. Academic research buildings, testing facilities and/or proving grounds and offices/collaborative working space to be located close to the UW-Madison campus. These facilities shall be owned by Foxconn.
2. The Center of Excellence shall have certain areas of focus, including data and sensing (e.g., LIDAR, GPS, cameras, etc.), human-machine interfaces, connected/autonomous vehicles, connected highway operations, shared mobility, inter-/multi-modality, and general innovation in mobility.
3. The funds for the Center shall come in part or in whole from the funds for the establishment of FIRST as stipulated in the MOU.
4. The Parties agree to work together to identify and employ a Director for the Center of Excellence in Mobility reporting directly to the Executive Director of FIRST.
5. Foxconn agrees to supply equipment, back-end/infrastructure technologies, and IT/computing systems as stipulated in the MOU.
6. The Parties shall work together to develop national and international collaborations to create an international education, research & development, and testing/proving destination for mobility technologies.
7. The Parties shall work together to advocate to state and federal governments to prioritize and to resource innovative approaches to intermodality and connected/autonomous driving that complement critical intra-/inter-state lines of communication.
8. A rapid plan for communication to the community at large regarding this initiative shall be developed.



ADDENDUM II

The following is a Job Description for the **Executive Director** position at the **Foxconn Institute for Research in Science and Technology** (“**FIRST**”), a partnership to be established jointly by FEWI Development Corporation (“Foxconn”) and the University of Wisconsin-Madison primarily located in the Wisconn Valley Science and Technology Park.

Working Title: Executive Director of the Foxconn Institute of Science and Engineering (“FIRST”).

About FIRST:

FIRST is designed to serve as the catalyst and center of gravity for new research and development in the fields of engineering and physical science in the Wisconn Valley Science and Technology Park through the critical support of the University of Wisconsin-Madison College of Engineering. FIRST will foster interdisciplinary research aimed at solving fundamental and applied science problems across multiple fields in engineering and physical science. New research directions will be launched and nurtured within FIRST, with initial targeted efforts in the areas of advanced manufacturing, materials engineering and data science.

Degree and area of specialization:

Ph.D. in an engineering (or related) field. Candidates with truly outstanding accomplishments in any research area of importance to engineering or physical science will be considered for the position, but preference will be given to candidates with a strong background in advanced manufacturing, semiconductor/TFT-LCD technologies, robotics, and/or industrial internet technologies.

Relevant work experience:

The candidate will have not only a distinguished record of leadership in research with wide recognition in the candidate’s field of specialty as well as a record of securing and managing funding of new initiatives, but also administrative experience in the development, implementation and management of a large multi-faculty, interdisciplinary research center. The candidate ideally will have extensive experience in academia as well as private sector enterprise and a proven record of accomplishment of success marrying fundamental research with industrial application.

Principal duties:

The Executive Director will be responsible for developing and managing FIRST. Through leadership excellence, the Executive Director will sustain and enhance the trans-disciplinary research and entrepreneurial environment of FIRST. Specific responsibilities include staff hiring, budget management, creation and support of new research initiatives and centers of excellence, coordination with the undergraduate and graduate education programs at the UW-Madison College of Engineering, and public outreach. The Executive Director will also provide regular updates and status reports to the Leadership Council (which comprises of UW-Madison and Foxconn Group leadership), and will annually convene an external advisory committee that will provide guidance on the oversight of FIRST. The Executive Director will assess performance of existing thrust areas and make decisions on new research initiatives, in consultation with the Leadership Council and the external advisory committee.



The Executive Director of FIRST will have an adjunct faculty appointment in the appropriate academic unit within the College. As an adjunct faculty member, s/he will be expected to maintain a world-class extramurally funded graduate research program on technical problems that are relevant to the needs of the profession and of society.