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**DESIGN KIT LICENSE AGREEMENT**

**For**

**GaN-IC on SOI**

THIS DESIGN KIT LICENSE AGREEMENT ("Agreement") is made and entered into as of the

**(date)**       ("Effective Date")

by and between

**Interuniversitair Micro-Electronica Centrum vzw**, a Belgian non-profit organization having its registered office at Kapeldreef 75, B-3001 Leuven – Heverlee, Belgium, VAT BE 0425.260.668, further called "IMEC"

And

**(company or institute) :**

**(Department) :**

having its registered office at

**(address)**

further called “Licensee”.

IMEC and Licensee also are hereinafter referred to individually as a “Party” and collectively as the “Parties."

* WHEREAS IMEC offers through its Europractice IC Service fabrication services in **GaN-IC on SOI;**
* WHEREAS Licensee desires to design or have designed (under the conditions and limitations as stated below) integrated circuits in **GaN-IC on SOI;**

NOW, THEREFORE, in consideration of the mutual covenants contained herein, together with other good and valuable consideration, the receipt and sufficiency of which IMEC and Licensee acknowledge, the Parties hereto agree as follows:

**1.0 GRANT**

1.1 IMEC hereby grants to Licensee a non‑exclusive, non‑transferable license without the right to grant sublicenses to use the "Technical Data" described further in this paragraph (and any updates, enhancements and/or improvements to the Technical Data which IMEC in its discretion may provide hereunder, which updates, enhancements and/or improvements, if any, also shall be deemed to be "Technical Data" for the purposes of this Agreement) solely for the purpose of designing integrated circuits to be purchased from IMEC by Licensee directly or through IMEC within the Europractice IC manufacturing services framework for internal use and/or resale, provided that in the event that Licensee decides to have any such integrated circuits manufactured for any purpose whatsoever, such integrated circuits shall be manufactured exclusively at IMEC in accordance with IMEC’s specific terms and conditions.

1.2 Licensee understands and assumes the risk that any modifications to the Technical Data not performed by or at the direction of IMEC may result in circuit designs which are incompatible with IMEC’s manufacturing process(es).

1.3 “Technical Data” means all data provided by IMEC concerning GaN-IC on SOI Technology technologies to Licensee such as, but not limited to, design rules, transistor models, design manuals, documentation, standard cell libraries, design kits, etc. These data may be provided by IMEC through FTP transfer, e-mail, CD-Rom or paper.

**2.0 RESTRICTION ON USE**

2.1 Licensee agrees that the Technical Data shall be used only, to the limited extent expressly permitted and restricted in Section 4.0 of this Agreement, on the computer system(s) located at the facilities of Licensee.

2.2 The Technical Data shall be used by Licensee , only for Licensee's internal design purposes. Without limiting the generality of the foregoing, Licensee agrees: (a) that it will not permit any third party, to the limited extent expressly permitted and restricted above and in Section 4.0 of this Agreement to have access to any portion of the Technical Data or to use any portion of the Technical Data to design any integrated circuit; and, (b) that it will not manufacture, or permit any third party to manufacture, any integrated circuit that incorporates (in whole or in part) the Technical Data.

**3.0 DELIVERY OF TECHNICAL DATA; RISK OF LOSS**

 In response to, and within thirty (30) days after, Licensee's request(s) from time to time following the Effective Date of this Agreement, IMEC shall provide to Licensee one (1) copy of such item(s) of the Technical Data as have been requested by Licensee. Risk of loss of or damage to the Technical Data shall pass to Licensee upon Licensee's receipt of the Technical Data, and any loss of or damage to the Technical Data thereafter shall not relieve Licensee from any obligation hereunder. In the event of such loss or damage, IMEC agrees to replace the affected Technical Data for a reasonable reproduction charge.

**4.0 REPRODUCTION AND CONFIDENTIALITY**

4.1 Except to the limited extent expressly permitted and restricted herein, Licensee shall not copy the Technical Data. Licensee may copy the Technical Data, if necessary (and subject to the requirements and restrictions of Section 4.3 below), for Licensee's own purposes, provided that: (a) each such copy is kept in the possession of each such Licensee at all times; and, (b) each such Licensee keeps records available to IMECof the location of each such copy.

4.2 Licensee shall receive and hold the Technical Data (regardless of the form in which any such Technical Data is received, held and/or incorporated into other data) in strict confidence, exercising all precautions to prevent the unauthorized disclosure of the same to others in violation of this Agreement, and utilizing such Technical Data only for the limited purposes expressly permitted herein.

4.3 Licensee agrees not to provide, disclose or otherwise make available any of the Technical Data, in any form, to any person other than Licensee's employees whose duties justify their need to know.

Licensee agrees that it will take appropriate action, by instruction, agreement or otherwise, with its employees permitted access to the Technical Data to satisfy its obligations under this Agreement with respect to use, reproduction, protection, security and confidentiality of the Technical Data. Licensee also agrees that it will take appropriate action, by instruction, individual written agreements (containing confidentiality and use provisions no less restrictive than this Agreement).

4.4 Licensee agrees that it shall not reverse-assemble, reverse-compile or otherwise reverse-engineer the Technical Data or the physical implementation of the technology based on the Technical Data in whole or in part, nor permit any other person or entity to do so. The original and any whole or partial reproduction of the Technical Data, and regardless of whether merged into other design information or program material, shall be and remain the exclusive property of IMEC. With respect to the Technical Data, Licensee agrees that it shall not take any action or enter into any agreement in derogation of the ownership rights of IMEC or any third party from whom IMEC has acquired license rights. Nothing contained in this Agreement shall be construed as conferring any right upon Licensee (or upon any other person or entity), by implication, estoppel or otherwise, other than the right to use the Technical Data as expressly permitted and restricted by this Agreement.

4.5 If Licensee (and/or any employee) should breach or threaten to breach this Agreement, or attempt to reverse-assemble, reverse-compile, reverse‑engineer, use, copy, transfer or disclose the Technical Data in any manner contrary to the provisions of this Agreement, or in any manner in derogation of IMEC's proprietary rights, IMEC may immediately terminate this Agreement, and, in addition to any other remedies it may have at law or in equity, will be entitled to immediate injunctive relief enjoining such action. Licensee specifically acknowledges that money damages alone would be an inadequate remedy.

4.6 The obligations of this Section 4.0 shall survive any termination of this Agreement, unless otherwise agreed upon in writing between the Parties.

**5.0 DISCLAIMER OF WARRANTY**

IMEC DISCLAIMS ALL WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, WITH REGARD TO THE TECHNICAL DATA (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES OF FREEDOM FROM CLAIMS OF PATENT, MASK WORK AND/OR COPYRIGHT INFRINGEMENT OR THE LIKE). THE TECHNICAL DATA PROVIDED HEREUNDER IS SUPPLIED "AS IS". THE ENTIRE RISK TO THE QUALITY AND PERFORMANCE OF THE TECHNICAL DATA IS WITH THE LICENSEE.

IMEC does not warrant that the designs or functions contained in any Technical Data will meet Licensee’s requirements or that the operation of the Technical Data will be correct.

**6.0 DAMAGES LIMITATION**

 IMEC shall not be liable for any direct or indirect damages, including but not limited to loss of profits, loss of use, loss of goodwill, interruption of business and/or extended, special, incidental or consequential damages, of any kind, in connection with or arising out of the furnishing, performance and/or use of the Technical Data, regardless of whether such damages are alleged and/or sought under contract, tort and/or other theories of law. No obligation or liability shall arise or flow out of IMEC' rendering technical or other advice in connection with the Technical Data. Licensee further agrees that IMEC will not be liable for any claim or demand against Licensee by any third party arising from the furnishing, performance and/or use of the Technical Data.

**7.0 TERM**

 This Agreement and the license granted herein shall commence on the Effective Date and shall continue in effect for an initial term of three (3) years, and thereafter automatically shall be renewed for consecutive one (1) year terms, unless sooner terminated as described in Section 8.0 below or on sixty (60) days' written notice by either Party of termination for convenience.

**8.0 TERMINATION**

8.1 IMEC shall have the right to terminate this Agreement at any time immediately upon written notice to Licensee for Licensee's failure to comply with any terms and conditions hereof.

8.2 In the event of the direct or indirect taking over or assumption of control of Licensee by any third party, (i) Licensee promptly shall notify IMEC in writing of the facts and circumstances surrounding such event, and (ii) IMEC shall have the right to terminate this Agreement at any time thereafter immediately upon written notice of termination to Licensee.

8.3 Within five (5) working days after the termination of this Agreement, Licensee shall return to IMEC, or, at IMEC' sole discretion, destroy, the originals of the Technical Data and all reproductions and modifications thereof, in any form, including partial reproductions of the Technical Data, and any improvements, enhancements and updates thereto

**9.0 LIMITATION OF RIGHTS AND TITLE**

Nothing contained in this Agreement shall be construed as conferring any right upon Licensee, by implication, estoppel or otherwise, other than the rights expressly granted by this Agreement. No title to or ownership of intellectual property or know-how, the Technical Data or any updates, enhancements and/or improvements to the Technical Data are transferred to Licensee or any third party by this Agreement or the license granted hereby. However configured, IMEC’s intellectual property and know-how, the Technical Data and any updates, enhancements and/or improvements to the Technical Data are and shall remain the exclusive property of IMEC, and IMEC shall own all rights in mask work to any integrated circuits incorporating any of the Technical Data. However such masks, excluding MPW masks, are available for exclusive use by Licensee at IEMC for fabrication of wafers by IMEC. With respect to the Technical Data, Licensee agrees that it shall take no action nor enter into any agreement in derogation of the ownership rights of IMEC and/or its licensor or any third party from whom IMEC and/or its licensor has acquired license rights.

**10.0 EXPORT REGULATIONS**

Licensee shall be responsible for compliance with applicable export control and economic sanctions laws and regulations. In particular, Licensee shall comply with the European Counsel Regulations No. 428/2009 of May 5th, 2009 setting up the Community regime for the control of export of dual use items and technology (as may be amended from time to time). Licensee agrees to take all appropriate measures to comply with all applicable export control regulations, including without limitation, obtaining necessary export or re-export licenses. To facilitate IMEC’s compliance with applicable export control regulations, if any of the product, technology, data or information provided by Licensee are classified or listed as subject to export or re-export restrictions (e.g. for military use), in the context of applicable export regulations, Licensee shall immediately inform in writing of such export control classification identification, and if requested will provide other relevant exportation information and documentation (e.g., IMEC’s end-use questionnaire and/or copy of export licenses). Licensee further certifies that the Technical Data are not intended for any military end use, nor will be used for any purpose connected with chemical or biological or nuclear weapons, or missiles capable of delivering such weapons. Licensee has acknowledged that the Technical Data may not made available to anyone listed as the denied/designated restricted parties or locations prohibited by any other applicable law. In the event of failure to comply with the above, Licensee shall keep IMEC fully harmless from all damages arising out of or in connection with any violation. Licensee agrees that IMEC can suspend sales and shipments in the event IMEC has a reasonable basis to believe or suspect, based on communications from the government or otherwise, that sales or shipment of the product might implicate IMEC’s obligations under relevant export control laws.

1. **GOVERNING LAW AND DISPUTE SETTLEMENT**

11.1 This Agreement and any purchase orders issued hereunder shall be governed by, interpreted, construed and enforced in accordance with the laws of Belgium. The United Nations Convention in the International Sale of goods shall not apply to this agreement or any transaction contemplated hereby.

11.2 Any dispute concerning the validity, interpretation and/or performance of this agreement shall first be discussed in good faith between the Parties in order to try to find an amicable solution. If no amicable solution can be found to settle the dispute, then the Parties hereby agree to submit said dispute to the competent court of Brussels (Belgium).

**12.0 ORDER OF PRECEDENCE**

 Unless otherwise expressly agreed upon in this Agreement, the terms of this Agreement shall supersede without exception, and in case they conflict with, the terms of any present or future order from Licensee concerning the Technical Data hereunder. Licensee agrees that its acceptance of delivery of any Technical Data from IMEC is conclusive evidence of Licensee's agreement that the license for such Technical Data is governed exclusively by the terms of this Agreement.

**13.0 TAXES; DUTIES**

Any charges are exclusive of all taxes and/or duties now in force or enacted in the future, and therefore are subject to an increase equal in amount to any tax or duty IMEC may be required to collect or pay upon the occurrence of this license or the delivery of the Technical Data or for services provided hereunder.

**14.0 CAPTIONS**

The captions appearing in this Agreement are inserted only as a matter of convenience and as a reference, and in no way define, limit or describe the scope or intent of the Agreement or any of the provisions hereof.

**15.0 ENGLISH LANGUAGE VERSION**

The exclusive official and binding version of this Agreement shall be in the English language, irrespective of any language into which it may be translated by either Party.

**16.0 COUNTERPARTS**

The signature hereof via a scanned or digitized image of a handwritten signature (e.g. scan in PDF format) or an electronic signature (e.g. via DocuSign), shall have the same force and effect as an original handwritten signature for the purposes of validity, enforceability and admissibility. Each Party receives a fully executed copy of the Agreement. Delivery of the fully executed copy via e-mail or via an electronic signature system shall have the same force and effect as delivery of an original hard copy

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| **Interuniversitair Microelectronica Centrum vzw** By:  (Signature)Print Name: Steve Beckers \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: Vice President\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | **Company or institute**:     By:  (Signature)Print Name:      Title:      Date :       |

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| **Please sign and return in PDF format to mpc@imec.be**or sign in 2 copies and return to:imec vzwAttn. Wendy Fannes (imec.link)Kapeldreef 75B-3001 LeuvenBelgium | **Please fill in :****Details of technical contact person to whom the design kits and updates should be sent****(only for permanent staff members,****no student/generic/private accounts allowed)****Name :** **Title :** **E-mail :** **Tel :**  |