

This confidentiality agreement (hereinafter referred to as the “**Agreement**”) is executed by and between

..... **(name)**

during his/her stay at imec residing at

.....**(address)**

hereinafter referred to as the “**Resident**”

AND

- **IMEC vzw**, Register of Legal Entities Leuven VAT BE 0425.260.668, with its registered office at Kapeldreef 75, 3001 Leuven, Belgium, represented by Mrs. Lisbeth Decneut, VP Human Resources

and

- **Stichting IMEC Nederland**, with its registered office at 5656 AE Eindhoven, High Tech Campus 31, the Netherlands, represented by M. Heil, HR Director

hereinafter collectively referred to as “**imec**” or “**Hosting Parties**”, individually as “**Hosting Party**”.

WHEREAS imec is part of the independent group of imec Affiliates (as hereinafter defined) performing research and development in nano-electronics and nano-technology;

the following has been agreed upon, whereas imec is willing to offer access to (scientific) facilities to the Resident:

PART ONE – below statements are generally applicable:

article I.1: scope

The scope of this Agreement is to lay down the terms and conditions applicable to the Resident and to his/her research during his/her stay at imec. In the event there is a Business Agreement (as defined in article II.1), the Resident will be assigned to a team in accordance with this Business Agreement.

article I.2: duration

The Agreement will be valid during the whole period of stay at imec by the Resident and starts from _____(first date to start at imec.)

article I.3: employer

Imec can, in no way, be considered as the employer of the Resident.

article I.4: access

At any and all time the Resident will obey the internal imec rules and shall be subject to the imec safety procedures and the procedures for quality assurance, which will be communicated either directly by imec or via imec through the employer of the Resident.

The Resident will be informed of the access procedures to the imec premises and to the several facilities within imec such as the cleanroom and the laboratories. The Resident will have free access to his/her office, to the library and to imec 's restaurant.

If and when the Resident has access to equipment at imec's premises, it shall only be for "Normal Use", meaning the Resident shall only use the equipment for the purpose for which it is intended, in accordance with standard practice and in compliance with imec's instructions for use and supplier's user manual which accompanies the equipment, explicitly excluding however (without limitation) any right to analyze, reverse-engineer, decompile, disassemble, improve, adapt or otherwise modify the equipment.

PART TWO – IPR & CONFIDENTIALITY & EXPORT CONTROL

article II.1: applicability

If the Resident's employer has executed an agreement with imec or with an imec Affiliate addressing the rights in and to, without limitation, research results, handling of publications and/or confidential information ("Business Agreement"), such Business Agreement shall prevail over this Agreement and articles II.2, II.3 and II.4 shall not apply. Even in case a Business Agreement has expired or has been terminated, the terms and conditions of such applicable Business Agreement shall govern research results, publications and confidential information during the Resident's stay at imec, provided that there are ongoing negotiations to extend the Business Agreement.

For the purpose of this Agreement: "**imec Affiliates**" mean any legal entity which is:

- (i) directly or indirectly owning or controlling imec, or
- (ii) under the same direct or indirect ownership or control as imec, or
- (iii) directly or indirectly owned or controlled by imec.

Ownership or control as referred to in sub items (i), (ii) and (iii) above shall exist through the:

- (i) direct or indirect ownership of more than 50 % of the nominal value of the issued equity share capital or of more than 50 % of the shares entitling the holders to vote for the election of directors or persons performing similar functions, or
- (ii) direct or indirect right by any other means to elect or appoint directors, or persons performing similar functions, who have a majority vote.

A party shall be deemed to be an imec Affiliate only as long as the above defined ownership or control lasts.

article II.2: research results

Any and all right, title and interest in and to the intellectual property rights and user rights on the results of the research work performed by the Resident on imec premises, during his/her

stay at imec will be transferred by the Resident to imec. However the Resident is allowed to use these results for his/her own research purposes.

In the event that it is necessary for the Resident to disclose these results to third parties, approval in writing from imec will be required.

The Resident is at all times free to use and dispose of the know-how he/she already obtained before the entry into force of this Agreement or will obtain outside the scope of this Agreement.

article II.3: publications

Publications by the Resident of the results or contents of the research he/she is been assigned to, requires a prior written consent of imec. If however imec has not replied to a request for publication within one month after imec has received the paper, which is intended to be published, imec will be considered consenting in the publication.

Imec is entitled to postpone each and every publication by not more than 6 months to allow imec to take the necessary steps in order to obtain the intellectual property protection for the results included in such publication.

Article II.4: confidentiality

At any and all time, during the stay at imec as well as after it, the Resident will not disclose technical, scientific, financial nor commercial information of imec to third parties other than Resident's employer and other employees, who have a reasonable need to know this information, of such employer, nor will the Resident use it for his/her own or someone else's advantage (except for Resident's employer as outlined by any Business Agreement), except for the Resident's limited right to use imec's confidential information during Resident's stay at imec for the purpose of performing the research which Resident was assigned to.

Confidential Information shall mean any and all information and data of a confidential nature, including but not limited to proprietary, technical, commercial, financial, developmental, marketing, sales, human resources, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which are disclosed pursuant to this Agreement or which may come to the attention of the Resident in any way or with which he/she became familiar during or after his/her stay at imec.

Confidential information of imec includes also the contracts imec concluded with third parties and the know-how disclosed to imec and/or generated by imec or by this third party within the framework of these contracts. The Resident shall treat such information as confidential information of imec in accordance with this Agreement.

Article II.5: export control

The Resident acknowledges that any export controlled information or technical data or services related to strategic goods (military or dual-use items) to which the Resident may have access to or which is disclosed to the Resident in the course of the research can be subject to export control. The Resident will not further disclose, export or transfer such data in any matter to any foreign national or any foreign country contrary to the European and US export regulation.

PART THREE – APPLICABLE LAW – COURTS OF COMPETENCE

This Agreement shall be construed and applied in accordance with the laws agreed on in the Business Agreement and only if no such choice has been made the laws of the country where the Hosting Party concerned has its registered office shall apply, excluding the conflict of law provisions.

All disputes between the parties, in connection with this Agreement, will first be discussed in good faith between the parties, in order to try to find an amicable solution. However, should a dispute arise which cannot be resolved amicably, then the parties hereby agree that the competent courts shall be the one agreed on in the Business Agreement and only if no such choice has been made, the courts of the country where the Hosting Party concerned has its registered office shall be solely competent to take notice of such dispute, meaning the Hosting Party at whose premises the dispute arose.

PART FOUR – LIMITATION OF LIABILITY

In case the limitation of liability is governed in a Business Agreement, this Business Agreement shall prevail. If there is no Business Agreement the following shall apply: In no event shall Resident be liable to imec for any indirect, special, incidental or consequential damages (including loss of profits and loss of use) resulting from, arising out of or in connection with Resident's performance or failure to perform under this Agreement, or resulting from, arising out of or in connection with Resident's stay at imec, whether due to a breach of contract, tort, negligence or otherwise. In any and all other cases, Resident shall only be liable for damages directly resulting from Resident's gross negligence, fault or intent.

Done and signed on _____ (date of signing) in three (3) originals, one for and received by each party.

for imec

the Resident

IMEC vzw:

Stichting IMEC Nederland: