

NOW THEREFORE in consideration of the promises and covenants, both parties agree as follows:

Definitions

1.1 'Technology' shall mean confidential and/or proprietary material and information of any and every kind. Without limiting the generality of the foregoing, 'technology' shall include, for example, but is not limited to, design rules, physical libraries, black-box libraries, design data, EDA Models and documentation.

1.2 'Information' shall mean textual material and data, no matter on what media or in which form such is stored or recorded.

Delivery of Technology

2.1 This agreement governs all technology delivered by one party to the other.

2.2 For technology released by the Corporation to the Institution, the Corporation grants to the Institution a non-exclusive, nontransferable right to use such technology provided through the Corporation solely for use by and in the Institution for research and training purposes only.

2.3 The Corporation does not grant any rights with respect to use of technology within third party designs on a multi-project wafer (MPW) and the Institution agrees to exert its best efforts to prevent such use.

2.4 For design information submitted for fabrication to the Corporation by the Institution, the Corporation agrees that it shall require third-party vendors receiving such design information to execute or to be subject to an ongoing Non-Disclosure Agreement governing such design information which shall provide that the third party bears an obligation of confidentiality commensurate with the obligation called for in this Agreement.

2.5 The Institution acknowledges that additional licensing requirements or restrictions may apply for specific technologies which may require, for example, execution of an individual Confidentiality Disclosure Agreement, and/or restrictions on modification of such technology or on developing derivative works. Once such requirements or restrictions have been disclosed to the Institution by the Corporation, completion of relevant documentation by the Institution, or acquisition by the Institution from the Corporation of such technology shall constitute acceptance of all such additional licensing requirements or restrictions.

Confidentiality

3.1 Both parties agree that information, except that in the public domain, exchanged pursuant to this Agreement, including third-party designs on an MPW, is of a confidential and proprietary nature.

3.2 Each party severally agrees that it shall maintain in confidence proprietary and/or

confidential information received under this Agreement. Each further agrees that it shall not disclose any information which may be considered proprietary or confidential to other parties, except as permitted under Section 2.4 or except as may be required by law. The Institution hereby agrees to be responsible to the Corporation for any non-compliance with these paragraphs on Confidentiality by the Institution. Without limiting the generality of this clause, proprietary material shall include, but is not limited to, proprietary third-party information such as yield and parametric data, whether such information was provided to the Institution or extracted by the Institution.

3.3 Both parties expressly agree that they shall treat the confidential and proprietary information received from the other with at least the same degree of care with which they treat their own confidential and proprietary information. The obligation of confidentiality shall extend for a period of five (5) years from the date of disclosure of such information to the other party and to that extent this obligation shall survive termination of this Agreement notwithstanding anything else herein contained.

3.4 Notwithstanding the provisions of paragraph 2.4 and paragraphs 3.1, 3.2, and 3.3 neither party shall be obligated with respect to any information which: (1) at the time of disclosure has been published or otherwise is in the public domain; and/or (2) after disclosure, is published or otherwise becomes a part of the public domain through no fault of the party; and/or (3) is or has been rightfully disclosed to the party that has no obligation, directly or indirectly, to the other party, to keep such information confidential, and/or (4) is independently developed by the party entirely without use of the confidential and/or proprietary information.

Ownership

4.1 Neither party shall acquire any proprietary rights of any and every kind in any technology delivered by one to the other.

4.2 Without limiting the generality of the foregoing, and notwithstanding such generality, the Corporation shall acquire no right, title or interest in any and all designs for integrated circuits submitted by the Institution to the Corporation as well as in mask works fixed or embodied in any semi-conductor chip fabricated through the Corporation.

Warranty

5.1 The Institution acknowledges that the Corporation makes no warranty that the technology it provides to the Institution does not infringe any intellectual property rights or proprietary rights of any third parties. There are no other warranties whether express, implied or statutory, including, without limitation, the implied warranties of merchantability and fitness for a particular purpose.

Export Restrictions

6.1 The parties hereto acknowledge that much of the technology provided under this Agreement derives from the United States of America (USA). The Institution agrees to fully comply with the United States Export Control Regulations, assuring the Corporation that, unless prior authorization is obtained from the United States Office of Export Administration, the Institution does not intend to, and shall not knowingly, export or re-export directly or indirectly any Confidential Information received hereunder in contradiction of Export Administration Regulations published by the United States Department of Commerce.

Governing Law

7.1 This Agreement shall be governed by and construed in accordance with the laws of Ontario.

ACCEPTED AND AGREED TO BY:

Canadian Microelectronics Corporation

The Institution

By _____
Ian L. McWalter, PhD, President & CEO

By _____

(Printed Name and Title)

By _____
Nancy A. Marlow, Secretary-Treasurer

By _____

(Printed Name and Title)

Date

Date