

INSTRUCTIONS:

1. Read the Access to Intellectual Property & Non-Disclosure Agreement.
2. Fill in required fields (name, city, and signatory and witness information). Print all information legibly.
3. Sign the agreement. Original (“wet”) signatures or secure electronic are required.
4. Email signed form to Sarah Neville (Sarah.Neville@cmc.ca). Note: A high resolution photograph of the signed agreement is acceptable.

**2023 PASSIVE SILICON PHOTONICS FABRICATION COURSE (ON-LINE)
ACCESS TO INTELLECTUAL PROPERTY & NON-DISCLOSURE AGREEMENT**

I _____ of the City/Town of
(Course Participant Full Name, Print)

_____ acknowledge and agree that:
(City/Town, Print)

As a result of taking the on-line 2023 Passive Silicon Photonics Fabrication Course offered through **CANADIAN MICROELECTRONICS CORPORATION** operating as **CMC MICROSYSTEMS** (herein called "**CMC**") I may have access to a laboratory, facility, electronic content, documentation and/or fabricated multi-project wafer chips containing non-public intellectual property and confidential and proprietary information ("**Confidential Information**"), including Confidential Information of CMC, Confidential Information of third parties which CMC has permission to share with course participants, and Confidential Information of other course participants, all of which CMC wishes to be held in confidence.

In consideration of CMC giving me access to said Confidential Information, I declare and undertake that I will not at this time or any future time disclose any Confidential Information unless ordered so to do by law or court process. If I am required to disclose Confidential Information by law or court process, I will provide CMC with prompt written notice to enable CMC to seek a protective order or other appropriate remedy.

I further declare and undertake:

- (a) not to record the course, and
- (b) not to take screenshots of course material, and
- (c) to use reasonable efforts to delete any and all paper and electronic copies of Confidential Information obtained through my association with CMC from any and all systems where they would be stored (including any hard drives, memory sticks or backup storage devices) upon the earlier of: (i) a written request by CMC, or (ii) the end of my association with CMC, and
- (d) to abide by all applicable export controls, laws and regulations of the United States, Canada and other countries related to the export, import and/or re-export of information, technology and related items.

Course Participant:

Signature: _____

Name: _____

Title: _____

Institution / Company Name: _____

Address: _____

Date: _____