



UNIVERSITÀ DI PAVIA

Dipartimento di
Ingegneria Industriale
e dell'Informazione

Il Direttore
Prof. Riccardo Bellazzi

Titolo x Classe 4
Fascicolo n. 19 Anno 2019
Allegato 0

Prot. 136100 - 16/10/19
Rep. 6716/19

OGGETTO DECRETO: Determina a contrarre tramite affidamento diretto EXTRA MEPA (con preventivo già acquisito) – Acquisto di circuiti integrati – Imec.

IL DIRETTORE DI DIPARTIMENTO

- **PREMESSO** che il Dipartimento di Ingegneria Industriale e dell'Informazione ha necessità di procedere all'acquisto di circuiti integrati per le esigenze di ricerca del laboratorio di Microelettronica, Prof. Danilo Manstretta;
- **RICHIAMATO** l'art.32 (*Fasi delle procedure di affidamento*), comma 2, del D.Lgs. n.50/2016 e s.m.i. (*Codice dei contratti pubblici*) ai sensi del quale le stazioni appaltanti, in conformità ai propri ordinamenti, decretano o determinano a contrarre, individuando gli elementi essenziali del contratto e i criteri di selezione degli operatori economici e delle offerte;
- **VISTO** l'art.1, comma 449 della Legge n. 296/2006 e s.m.i. ai sensi del quale le istituzioni universitarie sono tenute ad approvvigionarsi utilizzando le convenzioni quadro di Consip s.p.a.;
- **ACCERTATA** l'insussistenza di una convenzione Consip attiva per il bene richiesto;
- **VISTO** l'art.1, comma 450 della Legge n. 296/2006 e s.m.i. ai sensi del quale le Università per acquisti di beni e servizi di importo pari o superiore a € 5.000,00 e inferiori alla soglia di rilievo comunitario sono tenute a fare ricorso al Mercato Elettronico della Pubblica amministrazione;
- **ACCERTATO** che il bene richiesto non è presente nel catalogo MEPA;
- **ACQUISITO** il preventivo dell'operatore "Imec.", individuato dal Prof. Danilo Manstretta mediante indagine di mercato informale, che ha offerto per i servizi in oggetto l'importo di € 24.300,00 (IVA esclusa) (*Allegato 1 e 2 . Preventivi*);
- **ACCERTATA** la congruità dei preventivi proposti con gli attuali costi di mercato e la compatibilità dell'importo con i vincoli imposti dalla vigente normativa per poter procedere ad affidamento diretto;
- **RICHIAMATO** l'art.36, comma 2, lett.a) del D.Lgs. n.50/2016;
- **RICHIAMATO** il Regolamento di Ateneo per l'Amministrazione, la Finanza e la contabilità, con particolare riguardo all'art.37 (*Poteri di spesa*);
- **ACCERTATA** la sussistenza della copertura finanziaria;



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DISPONE

- Di autorizzare, ai sensi dell'art.36, comma 2, lett. a) del D.Lgs. n.50/2016, l'affidamento diretto all'operatore "**Imec**" per l'acquisto di circuiti integrati;
- Di nominare la dott.ssa **Nicoletta Galli** responsabile del procedimento con il supporto del Prof. Danilo Manstretta, richiedente l'acquisto;
- Di far gravare la relativa spesa quantificata in € 29.646,00 (già comprensivo di IVA) sul progetto "**CASTPRIN15**" e "**24MARVCAST**" del bilancio di previsione dell'Ateneo relativo all'esercizio finanziario 2019.

Pavia, data della sottoscrizione digitale

IL DIRETTORE

Prof. Riccardo BELLAZZI

(Documento firmato digitalmente)

su. 1



IMEC
Kapeldreef 75
B-3001 Leuven, Belgium



EUROPRACTICE
IC SERVICE

Quotation

Ref No.: 190715_Univ of Pavia_28nm_matmnt
July 15, 2019

To:
Università degli Studi di Pavia
Dipartimento di Ingegneria Industriale e dell'Informazione
via Ferrata, 5
27100 Pavia
Italy

EP number: A14800
Customer reference: 78790/A14800/01 and 78790/A14800/02

Dear Sir/Madam,

Please find below the quotation for fabrication of your project TOP_ORF_TIA and TOP_BB_TIA, submitted on a Mini@sic during H1 2019 (target date 27/03/2019) with runID 6790 in TSMC 28nm technology.

ITEM	DESCRIPTION	PRICE
1	Participation on EP MPW/ Mini@sic, <ul style="list-style-type: none"> • T002: Academic design • Mini@sic, microblock of 1111x1111µm² designed area, TSMC 28nm CMOS HPC RF • On-silicon area: 1 block(s) • MPW/Miniasic run Identification : run 6790 on 27-03-2019 • Design name: TOP_ORF_TIA 	H1 2019 Discounted Price € 9,600.00
2	Participation on EP MPW/ Mini@sic, <ul style="list-style-type: none"> • T002: Academic design • Mini@sic, microblock of 1111x1111µm² designed area, TSMC 28nm CMOS HPC RF • On-silicon area: 1 block(s) • MPW/Miniasic run Identification : run 6790 on 27-03-2019 • Design name: TOP_BB_TIA 	H1 2019 Discounted Price € 9,600.00

Notes and remarks:

D000: No notes or remarks.

Terms & Conditions:

1. Customer is responsible for any taxes and fees that may be levied by any government
2. Delivery time: as per MPW schedule
3. Incoterms: DAP, excl. any taxes or VAT
4. Payment: 100% at delivery of prototypes upon invoice (payable 30 days net from date of invoice, 1% interest per month for late payment)
5. Any purchase order based in whole or in part on this Quote shall also be subject to the attached "Terms & Conditions for access to EURO PRACTICE Multi Project Wafer (MPW) runs". By placing a purchase order, the customer has accepted all Terms and Conditions as described in this Quotation, and no new terms and conditions from either customer and IMEC will be accepted, including terms and conditions from the customer's purchase order, without a specific written consent signed by both the customer and IMEC pertaining to any new terms and conditions.
6. Duration: This Quotation is effective for wafers to be started within 30 days of the date of this Quotation and has no effect on orders accepted by IMEC prior to the date of this Quotation. Notwithstanding the foregoing, at its discretion, IMEC accepts orders pursuant to this Quotation subsequent to the expiration of such 30 day period.
7. Duration: This Quotation is effective for new orders received before Dec 31st, 2019 and has no effect on orders accepted by IMEC prior to the date of this Quotation.
8. Validity: IMEC may, at its option, terminate the validity of this Quotation if no order pursuant to this Quotation is accepted in writing by a Purchase Order (PO) within 30 days of the date of this Quotation.

Yours



Paul Malisse
EUROPRACTICE IC Business Manager
IMEC, Kapeldreef 75, B-3001 Leuven, Belgium
Tel: +32 16 281272
Email: Paul.Malisse@imec.be

1. General

The terms and conditions contained herein apply to all deliveries made and services rendered by the EUROPRACTICE MPW Center (hereafter referred to as the "MPW Center") to CUSTOMER as a result of CUSTOMER's participation to EUROPRACTICE MPW runs. Any change in or amendment to these terms shall only be valid and only become effective after having been officially agreed to in writing by the MPW Center.

2. Design Registration

CUSTOMER has to register participation of an ASIC design on a Europractice MPW-run through the web-based online registration form, available on the official Internet homepage of EUROPRACTICE (<http://www.europractice.imec.be>). CUSTOMER has to select either IMEC vzw, (located at Kapeldreef 75, B-3001, Leuven, Belgium) or Fraunhofer (Fraunhofer-Institut IIS, Am Wolfsmantel 33, D-91058 Erlangen, Germany) as the desired EUROPRACTICE MPW Center. After completion of this form, CUSTOMER has to send the summary form, duly signed by its authorized signatory, by fax to the selected MPW center. Only when the signed summary form is received by the MPW Center and the design is checked for design errors, the MPW Center can accept the design for prototyping.

Cancellation by CUSTOMER of registered designs is subject to the cancellation conditions as published on the official Internet homepage of EUROPRACTICE (<http://www.europractice.imec.be>).

3. Prices and Payment

Prices for deliveries made or services rendered by the MPW Center to CUSTOMER shall be as set forth in the official price schedule published on the official Internet homepage of EUROPRACTICE (<http://www.europractice.imec.be>) or otherwise in a written quotation or price schedule, which upon CUSTOMER's request, will be made available to CUSTOMER. The terms of this price schedule, together with any changes or amendments thereto are fully incorporated into these 'Terms and Conditions' by this reference.

The prices set forth in the price schedule are subject to change. Any amended price schedule will be published on the official Internet homepage of EUROPRACTICE (<http://www.europractice.imec.be>) together with its effective date.

The MPW Center shall invoice CUSTOMER, for the amounts due, after acceptance by the MPW Center of CUSTOMER's design. CUSTOMER commits to pay the due amounts in due time and according to the provisions of these 'Terms and Conditions'.

All invoices are payable within thirty days after the date of invoice. In case of non- or late payment of any amount by CUSTOMER to the MPW Center, such amount shall bear interest at the rate of one percent (1%) per month from the date on which such amount has become due and payable. CUSTOMER will make the payments to the MPW Center without withholding or deduction for or on account of any taxes, duties and/or other charges.

The MPW Center has the right to request CUSTOMER for a letter of credit or proof of a sufficient bank warranty, or any other warranty, as the MPW Center may deem appropriate to warrant the execution of CUSTOMER of its obligations.

4. Delivery

All indicated delivery times are standard delivery times, based on the fabrication runtime of third party vendors. The MPW Center shall make commercially reasonable efforts to deliver on time. However, notwithstanding the foregoing, the delivery times are only an indication and therefore the MPW Center shall not be held liable for any delays or failures to meet delivery dates.

If the MPW Center is notified by a third party vendor of any delay in the agreed time of delivery, it shall as soon as reasonably possible, notify CUSTOMER thereof in writing, stating whenever possible, the time when delivery can be expected.

Deliveries will be made DDU, CUSTOMER delivery address, in accordance with the Incoterms 2000.

Title to the deliveries and risk of loss will pass from the MPW Center to CUSTOMER upon delivery in accordance with the provision stated above.

The scheduled dates of delivery are the dates of shipment to CUSTOMER's facilities or any other place of delivery specified by CUSTOMER.

5. Quality - Warranty - Liability - Indemnification

CUSTOMER expressly recognizes that the Europractice service cannot guarantee correct working of CUSTOMER generated designs manufactured on MPW runs.

The fact that the MPW Centre has performed DRC, ERC or LVS checks on CUSTOMER generated designs does not mean that the MPW Center guarantees correct working of the checked designs.

The MPW Center only warrants that prototypes are taken from wafers that meet the standard quality level of the selected third party vendor(s) and have passed the standard third party vendor wafer parametric tests.

In case prototype dies have to be packaged by the MPW Center, the MPW Center is only liable for the added value of packaging. This means that in case packaging (dicing and

packaging itself) would go wrong, the MPW Center will only redo packaging free of charge. CUSTOMER has to deliver new prototype dies (from spare or pay for new MPW run for new dies in case no spare dies are available).

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MPW CENTER EXPRESSLY DISCLAIMS ANY WARRANTY THAT USE OF THE EURO PRACTICE SERVICE WILL PROVIDE WORKING OR USABLE PARTS, AND CUSTOMER IS NOT RELYING ON ANY WARRANTY OR ON ANY UNDERSTANDING OR BELIEF THAT THE USE OF THE EURO PRACTICE SERVICES WILL PROVIDE WORKING OR USABLE PARTS. THE MPW CENTER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE MPW CENTER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CUSTOMER OR ANY SUBSIDIARY OR OTHER AFFILIATE OF CUSTOMER MAY SUFFER RELATING TO THE USE OF ANY FABRICATION AND/OR DELIVERY, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE FABRICATION OR THE DELIVERY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

THE MPW CENTERS SHALL NOT BE LIABLE FOR, AND CUSTOMER HEREBY ASSUMES THE RISK OF, AND WILL RELEASE AND FOREVER DISCHARGE THE MPW CENTER, ITS AGENTS, OFFICERS AND EMPLOYEES, EITHER IN THEIR INDIVIDUAL CAPACITIES OR BY REASON OF THEIR RELATIONSHIP TO THE MPW CENTER, WITH RESPECT TO ANY EXPENSE, CLAIM, LIABILITY, LOSS, OR DAMAGE (INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE) EITHER DIRECT OR INDIRECT, WHETHER INCURRED, MADE OR SUFFERED BY CUSTOMER OR BY ANY THIRD PARTIES, IN CONNECTION WITH OR IN ANY WAY ARISING OUT OF THE FURNISHING OR USE OF THE FABRICATION AND/OR DELIVERY. IN ALL CASES, THE MPW CENTER'S LIABILITY TO CUSTOMER ON ANY GROUND AND UNDER ANY LAW WHATSOEVER SHALL NOT EXCEED A SUM EQUAL TO THE FEE PAID TO THE MPW CENTER BY CUSTOMER HEREUNDER.

CUSTOMER warrants that any designs provided by CUSTOMER to the MPW Center shall not infringe the intellectual property rights of any third parties.

CUSTOMER agrees to defend, indemnify and hold harmless the MPW Center and its trustees, officers, professional staff, employees and agents and their respective successors, heirs and assigns from all liability, demand, damage, loss or expense that they or any of them may at any time incur by reason of any claims, suits, actions, demands or judgments made against the MPW Center arising from the MPW Center integrated circuit fabrication services performed for CUSTOMER based upon CUSTOMER generated or provided designs, including, but not limited to, any claim or loss related to any product liability or alleged infringements of any patent, copyright, trademark or other proprietary rights.

6. Confidentiality and Intellectual Property Rights

The MPW Center and CUSTOMER recognize that the information exchanged hereunder is of a confidential nature. Each party shall maintain all such confidential information provided by the other

party hereunder in confidence. As the EURO PRACTICE services envision transfer of such information to third party vendors, the MPW Center agrees that it shall require each such vendor to comply with non-disclosure provisions which shall provide due protection to the information provided by the CUSTOMER. Each party further agrees that it shall treat the other party's confidential information with the same care with which it treats its own confidential information and at least with a reasonable degree of care. The obligation of confidentiality shall extend for a period of five (5) years from the date of termination or expiration of this quotation.

Each party specifically agrees that it shall not disclose any material which may be considered confidential material of the other party or of any vendors to any third parties. Confidential material shall include but shall not be limited to, confidential vendor information such as yield and parametric data, whether it was provided to customers or extracted by them.

Each party remains the sole owner of its intellectual property rights and know-how.

No license or other rights are granted herein by one party to the other whether directly or by implication, estoppel or otherwise, with respect to any patent, trademark, copyright, mask work, trade secret or other intellectual property right of a party, except where such is necessary to perform the EURO PRACTICE services and make the requested deliveries.

7. Assignment

Neither party shall assign its rights or delegate its duties under these 'Terms and Conditions' without the prior written consent of the other party hereto.

8. Dispute Resolution – Applicable Law & Competent Courts

These 'Terms and Conditions' shall be governed by and interpreted in accordance with the laws of Belgium in case IMEC has been selected as the MPW Center and in accordance with the laws of Germany in case Fraunhofer has been selected as the MPW Center. All disputes in connection to the EURO PRACTICE services shall first be discussed in good faith between the parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice to the other party, then either party may submit the dispute for settlement to the courts of Leuven, Belgium, in case IMEC has been selected as the MPW Center and to the courts of Munich, Germany in case Fraunhofer has been selected as the MPW Center. The Parties agree that only these courts, as the case may be, are exclusively competent to settle such dispute.

SU-2



IMEC
Kapeldreef 75
B-3001 Leuven, Belgium



EUROPRACTICE
IC SERVICE

Quotation

Ref No.: 190801_ Univ of Pavia_28nm_astn
August 01, 2019

To:
Università degli Studi di Pavia
Dipartimento di Ingegneria Industriale e dell'Informazione
via Ferrata, 5
27100 Pavia
Italy

EP number: A14800
Customer reference: 78791/A14800/01

Dear Sir/Madam,

Please find below the quotation for assembly in JLCC84 of your project TOPFDPRIN, submitted on a Mini@sic during H2 2019 (target date 19/07/2019) with runID 6791 in TSMC 28nm technology.

ITEM	DESCRIPTION	PRICE
1	Participation on EP MPW/ Mini@sic, H2 2019 <ul style="list-style-type: none"> ▪ T002: Academic design ▪ Mini@sic, block of 1570x1570µm (pre-shrink), TSMC 28nm CMOS HPL RF, 100 samples ▪ MPW/Miniasic run Identification: 6791 on 19-07-2019 ▪ Design name: TOPFDPRIN 	
2	Packaging: <ul style="list-style-type: none"> ▪ P026: Packaging in JLCC 84, min. 10 parts <ul style="list-style-type: none"> - Number of parts: 50 ▪ P201: Additional glass lids <ul style="list-style-type: none"> - Number of parts: 1 	<p>€ 4,950.00</p> <p>€ 150.00</p>

Notes and remarks:

D006: Package prices only valid upon validation of the bonding feasibility by the engineering team and according to the guidelines stated on http://www.europractice-ic.com/prototyping_packaging.php

D007: In case of mismatches between the design properties and the requested package additional charges may apply.

Terms & Conditions:

1. Customer is responsible for any taxes and fees that may be levied by any government
2. Delivery time: as per MPW schedule
3. Incoterms: DAP, excl. any taxes or VAT
4. Payment: 100% at delivery of prototypes upon invoice (payable 30 days net from date of invoice, 1% interest per month for late payment)
5. Any purchase order based in whole or in part on this Quote shall also be subject to the attached "Terms & Conditions for access to EURO PRACTICE Multi Project Wafer (MPW) runs". By placing a purchase order, the customer has accepted all Terms and Conditions as described in this Quotation, and no new terms and conditions from either customer and IMEC will be accepted, including terms and conditions from the customer's purchase order, without a specific written consent signed by both the customer and IMEC pertaining to any new terms and conditions.
6. Duration: This Quotation is effective for wafers to be started within 30 days of the date of this Quotation and has no effect on orders accepted by IMEC prior to the date of this Quotation. Notwithstanding the foregoing, at its discretion, IMEC accepts orders pursuant to this Quotation subsequent to the expiration of such 30 day period.
7. Duration: This Quotation is effective for new orders received before Dec 31st, 2019 and has no effect on orders accepted by IMEC prior to the date of this Quotation.
8. Validity: IMEC may, at its option, terminate the validity of this Quotation if no order pursuant to this Quotation is accepted in writing by a Purchase Order (PO) within 30 days of the date of this Quotation.

Yours



Paul Malisse
EUROPRACTICE IC Business Manager
IMEC, Kapeldreef 75, B-3001 Leuven, Belgium
Tel: +32 16 281272
Email: Paul.Malisse@imec.be

1. General

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2. Design Registration

CUSTOMER has to register participation of an ASIC design on a Europractice MPW-run through the web-based online registration form, available on the official Internet homepage of EUROPRACTICE (<http://www.europractice.imec.be>). CUSTOMER has to select either IMEC vzw, (located at Kapeldreef 75, B-3001, Leuven, Belgium) or Fraunhofer (Fraunhofer-Institut IIS, Am Wolfsmantel 33, D-91058 Erlangen, Germany) as the desired EUROPRACTICE MPW Center. After completion of this form, CUSTOMER has to send the summary form, duly signed by its authorized signatory, by fax to the selected MPW center. Only when the signed summary form is received by the MPW Center and the design is checked for design errors, the MPW Center can accept the design for prototyping.

Cancellation by CUSTOMER of registered designs is subject to the cancellation conditions as published on the official Internet homepage of EUROPRACTICE (<http://www.europractice.imec.be>).

3. Prices and Payment

Prices for deliveries made or services rendered by the MPW Center to CUSTOMER shall be as set forth in the official price schedule published on the official Internet homepage of EUROPRACTICE (<http://www.europractice.imec.be>) or otherwise in a written quotation or price schedule, which upon CUSTOMER's request, will be made available to CUSTOMER. The terms of this price schedule, together with any changes or amendments thereto are fully incorporated into these 'Terms and Conditions' by this reference.

The prices set forth in the price schedule are subject to change. Any amended price schedule will be published on the official Internet homepage of EUROPRACTICE (<http://www.europractice.imec.be>) together with its effective date.

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All invoices are payable within thirty days after the date of invoice. In case of non- or late payment of any amount by CUSTOMER to the MPW Center, such amount shall bear interest at the rate of one percent (1%) per month from the date on which such amount has become due and payable. CUSTOMER will make the payments to the MPW Center without withholding or deduction for or on account of any taxes, duties and/or other charges.

The MPW Center has the right to request CUSTOMER for a letter of credit or proof of a sufficient bank warranty, or any other warranty, as the MPW Center may deem appropriate to warrant the execution of CUSTOMER of its obligations.

4. Delivery

All indicated delivery times are standard delivery times, based on the fabrication runtime of third party vendors. The MPW Center shall make commercially reasonable efforts to deliver on time. However, notwithstanding the foregoing, the delivery times are only an indication and therefore the MPW Center shall not be held liable for any delays or failures to meet delivery dates.

If the MPW Center is notified by a third party vendor of any delay in the agreed time of delivery, it shall as soon as reasonably possible, notify CUSTOMER thereof in writing, stating whenever possible, the time when delivery can be expected.

Deliveries will be made DDU, CUSTOMER delivery address, in accordance with the Incoterms 2000.

Title to the deliveries and risk of loss will pass from the MPW Center to CUSTOMER upon delivery in accordance with the provision stated above.

The scheduled dates of delivery are the dates of shipment to CUSTOMER's facilities or any other place of delivery specified by CUSTOMER.

5. Quality - Warranty - Liability - Indemnification

CUSTOMER expressly recognizes that the Europractice service cannot guarantee correct working of CUSTOMER generated designs manufactured on MPW runs.

The fact that the MPW Centre has performed DRC, ERC or LVS checks on CUSTOMER generated designs does not mean that the MPW Center guarantees correct working of the checked designs.

The MPW Center only warrants that prototypes are taken from wafers that meet the standard quality level of the selected third party vendor(s) and have passed the standard third party vendor wafer parametric tests.

In case prototype dies have to be packaged by the MPW Center, the MPW Center is only liable for the added value of packaging. This means that in case packaging (dicing and

packaging itself) would go wrong, the MPW Center will only redo packaging free of charge. CUSTOMER has to deliver new prototype dies (from spare or pay for new MPW run for new dies in case no spare dies are available).

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE MPW CENTER EXPRESSLY DISCLAIMS ANY WARRANTY THAT USE OF THE EURO PRACTICE SERVICE WILL PROVIDE WORKING OR USABLE PARTS, AND CUSTOMER IS NOT RELYING ON ANY WARRANTY OR ON ANY UNDERSTANDING OR BELIEF THAT THE USE OF THE EURO PRACTICE SERVICES WILL PROVIDE WORKING OR USABLE PARTS. THE MPW CENTER EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

THE MPW CENTER SHALL NOT BE RESPONSIBLE FOR ANY DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES CUSTOMER OR ANY SUBSIDIARY OR OTHER AFFILIATE OF CUSTOMER MAY SUFFER RELATING TO THE USE OF ANY FABRICATION AND/OR DELIVERY, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE FABRICATION OR THE DELIVERY, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

THE MPW CENTERS SHALL NOT BE LIABLE FOR, AND CUSTOMER HEREBY ASSUMES THE RISK OF, AND WILL RELEASE AND FOREVER DISCHARGE THE MPW CENTER, ITS AGENTS, OFFICERS AND EMPLOYEES, EITHER IN THEIR INDIVIDUAL CAPACITIES OR BY REASON OF THEIR RELATIONSHIP TO THE MPW CENTER, WITH RESPECT TO ANY EXPENSE, CLAIM, LIABILITY, LOSS, OR DAMAGE (INCLUDING ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE) EITHER DIRECT OR INDIRECT, WHETHER INCURRED, MADE OR SUFFERED BY CUSTOMER OR BY ANY THIRD PARTIES, IN CONNECTION WITH OR IN ANY WAY ARISING OUT OF THE FURNISHING OR USE OF THE FABRICATION AND/OR DELIVERY.

IN ALL CASES, THE MPW CENTER'S LIABILITY TO CUSTOMER ON ANY GROUND AND UNDER ANY LAW WHATSOEVER SHALL NOT EXCEED A SUM EQUAL TO THE FEE PAID TO THE MPW CENTER BY CUSTOMER HEREUNDER.

CUSTOMER warrants that any designs provided by CUSTOMER to the MPW Center shall not infringe the intellectual property rights of any third parties.

CUSTOMER agrees to defend, indemnify and hold harmless the MPW Center and its trustees, officers, professional staff, employees and agents and their respective successors, heirs and assigns from all liability, demand, damage, loss or expense that they or any of them may at any time incur by reason of any claims, suits, actions, demands or judgments made against the MPW Center arising from the MPW Center integrated circuit fabrication services performed for CUSTOMER based upon CUSTOMER generated or provided designs, including, but not limited to, any claim or loss related to any product liability or alleged infringements of any patent, copyright, trademark or other proprietary rights.

6. Confidentiality and Intellectual Property Rights

The MPW Center and CUSTOMER recognize that the information exchanged hereunder is of a confidential nature. Each party shall maintain all such confidential information provided by the other party hereunder in confidence. As the EURO PRACTICE services envision transfer of such information to third party vendors, the MPW Center agrees that it shall require each such vendor to comply with non-disclosure provisions which shall provide due protection to the information provided by the CUSTOMER. Each party further agrees that it shall treat the other party's confidential information with the same care with which it treats its own confidential information and at least with a reasonable degree of care. The obligation of confidentiality shall extend for a period of five (5) years from the date of termination or expiration of this quotation.

Each party specifically agrees that it shall not disclose any material which may be considered confidential material of the other party or of any vendors to any third parties. Confidential material shall include but shall not be limited to, confidential vendor information such as yield and parametric data, whether it was provided to customers or extracted by them.

Each party remains the sole owner of its intellectual property rights and know-how.

No license or other rights are granted herein by one party to the other whether directly or by implication, estoppel or otherwise, with respect to any patent, trademark, copyright, mask work, trade secret or other intellectual property right of a party, except where such is necessary to perform the EURO PRACTICE services and make the requested deliveries.

7. Assignment

Neither party shall assign its rights or delegate its duties under these 'Terms and Conditions' without the prior written consent of the other party hereto.

8. Dispute Resolution – Applicable Law & Competent Courts

These 'Terms and Conditions' shall be governed by and interpreted in accordance with the laws of Belgium in case IMEC has been selected as the MPW Center and in accordance with the laws of Germany in case Fraunhofer has been selected as the MPW Center. All disputes in connection to the EURO PRACTICE services shall first be discussed in good faith between the parties in order to try to find an amicable solution. If no solution can be found to settle the dispute within forty-five (45) days after giving notice to the other party, then either party may submit the dispute for settlement to the courts of Leuven, Belgium, in case IMEC has been selected as the MPW Center and to the courts of Munich, Germany in case Fraunhofer has been selected as the MPW Center. The Parties agree that only these courts, as the case may be, are exclusively competent to settle such dispute.