

INSTRUCTIONS

1. Make one copy of the attached document
2. Fill in the appropriate blanks
3. Have both copies signed by an authorized representative
4. Send both copies each with original signatures to

MOSIS
4676 Admiralty Way, Suite 700
Marina del Rey, CA 90292-6695
Attn: Customer Agreement Form

PLEASE *DO NOT* MODIFY THIS AGREEMENT

If you have any questions about the agreement contact Helen Thompson at helen@mosis.com or +310-448-9126

WHO CAN SIGN FOR ACADEMIC INSTITUTIONS:

A professor cannot be accepted as a signatory unless the signed document is accompanied by a statement from the university's legal department, on university letterhead, acknowledging the authority of said professor to enter into legal agreements on behalf of the university.

WHO CAN SIGN FOR OTHER ORGANIZATIONS

For many organizations, only a president, vice president, purchasing officer, or corporate attorney can enter into a legal agreement on behalf of that organization.

**AMIS GENERAL DESIGN INFORMATION
CONFIDENTIAL DISCLOSURE AGREEMENT**

(One-Way Disclosure by MOSIS to Recipient) This Confidential Disclosure Agreement (“Agreement”) is entered into as of the ____ day of _____, 20____, by and between **UNIVERSITY OF SOUTHERN CALIFORNIA**, by and through the USC Information Sciences Institute (doing business as “The MOSIS Service”), having a principal place of business at 4676 Admiralty Way, Suite 1001, Marina Del Rey, California 90292 (“MOSIS”), and

_____ (“Recipient”), having its principal place of business at _____.

Whereas MOSIS has obtained certain rights to disclose certain proprietary design information of AMI Semiconductor, Inc. (“AMIS”) and in order to protect the confidentiality of the technical and/or other proprietary information of AMIS and/or third parties from whom AMIS has obtained such proprietary information, as well as to protect all patent, copyright, mask work and/or other intellectual property rights of AMIS and/or such third parties, and in consideration of any confidential disclosures made by AMIS hereunder, Recipient hereby agrees to hold in confidence all AMIS proprietary information disclosed to it by MOSIS (“Information”), including, without limitation, Information concerning or relating to AMIS General Design Information.

Recipient agrees not to use any such Information for any purpose other than in connection with such business relationship with MOSIS (as it relates to designing circuits for manufacturing at AMIS) and Recipient (the “Purpose”). In addition, Recipient agrees not to divulge any such Information to any third party for any reason, except as necessary to employees of Recipient who have a genuine need to know such Information in connection with the Purpose (provided that each such employee of Recipient is bound by obligations of confidentiality no less restrictive than those set forth in this Agreement). If Recipient becomes aware of any unauthorized use and/or any unauthorized disclosure of such Information, Recipient immediately shall provide MOSIS with written notice of the facts and circumstances pertaining to such unauthorized use and/or unauthorized disclosure (including, without limitation, the names of the persons and/or entities involved and a description of the Information involved).

All originals and copies of Information received by Recipient from MOSIS hereunder shall be returned to MOSIS promptly following MOSIS’s request.

MOSIS makes no warranties, whether express, statutory or implied, regarding the sufficiency of any Information disclosed to Recipient hereunder for any purpose, or regarding claims of patent, copyright, mask work or other infringement that may arise from the use of any such Information.

In its use of such Information, Recipient agrees to take appropriate measures to comply with all laws and regulations of the United States (as the same may be amended from time to time) relating to the export and/or re-export of technical data and/or the direct products thereof, including but not limited to the U.S. Export Administration Act of 1979, and the Export Administration Regulations and International Traffic in Arms Regulations of the U.S. Department of Commerce and/or the U.S. Department of State.

IN WITNESS WHEREOF, MOSIS and Recipient have caused this Agreement to be executed by their respective authorized representatives as of the date first shown above.

UNIVERSITY OF SOUTHERN CALIFORNIA

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	(Print Recipient Company's Name)
By: _____ (Signature)	By: _____ (Signature)
Name: ELIZABETH GARRETT, Vice President	Name: _____
Title: Academic Planning and Budget	(Print)
Date: _____	Title: _____
	Date: _____