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Individual NDA for University Account Students and Staff Statement Acknowledging Responsibility To Protect Proprietary Material

**Complete and give this form to your account liaison to keep for their records.
Do NOT send this to MOSIS**

(1) Electronic and hard-copy distribution of proprietary material on campus must be strictly controlled. Electronic paths to restricted documents, whether on local or networked computer file systems or on web servers, must be rigorously secure. The security mechanisms governing access to these electronic documents should be managed by the professional information technology staff of the school or department.

(2) EVERY university professor, student, or staff member who has access to proprietary documents from MOSIS vendors must sign the following agreement before they are granted document access. The statement will be kept on file at the participating institution and maintained by the faculty member with the MOSIS account. This agreement is valid for one (1) year from the date of signing and must be renewed annually.

STATEMENT ACKNOWLEDGING RESPONSIBILITY TO PROTECT PROPRIETARY MATERIAL

My signature below acknowledges that I have read and understood Section 6.c in the MOSIS Customer Agreement (see attached copy), which governs access to proprietary documentation supplied by MOSIS foundries and other vendors. I understand that proprietary material supplied through the MOSIS secure document server or any other means must be viewed only by myself and not shown to any other person. These documents may not be copied to or stored in any medium (paper or on a computer) that is not under strictly secure control at all times.

SIGNER

WITNESS

Name (Printed): _____

Signature: _____

Date: _____

Note: The witness must be the faculty advisor if the person signing is a student. If the person signing is a member of the faculty or staff, then the witness must be another faculty person.

MOSIS Customer Agreement Section 6c:

EACH PARTY SPECIFICALLY AGREES THAT IT SHALL NOT DISCLOSE ANY MATERIAL WHICH MAY BE CONSIDERED PROPRIETARY OR CONFIDENTIAL MATERIAL OF THE OTHER PARTY OR OF ANY VENDORS TO ANY THIRD PARTIES. PROPRIETARY MATERIAL SHALL INCLUDE BUT SHALL NOT BE LIMITED TO, PROPRIETARY VENDOR INFORMATION SUCH AS YIELD AND PARAMETRIC DATA, WHETHER IT WAS PROVIDED TO CUSTOMERS OR EXTRACTED BY THEM. EACH PARTY AGREES THAT IT SHALL BE PRECLUDED BY 18 U.S.C. 1905 AND ANY AND ALL OTHER APPROPRIATE LAWS AND REGULATIONS FROM KNOWINGLY DIVULGING THE TRADE SECRETS OF THE OTHER PARTY, AND/OR ANY THIRD-PARTY VENDOR.