

COOPERATION AGREEMENT

This cooperation agreement (hereinafter referred to as the "Agreement") is made and entered into as of this 01st of January 2014 (hereinafter referred to as the "Effective Date") by and between

STMicroelectronics SA, a company incorporated and existing under the laws of France, having its registered office at 29, Bd Romain Rolland – 92120 MONTRouGE, France, (hereinafter referred to as "**ST**" or "**STMicroelectronics**"),

Notwithstanding the foregoing it is clearly understood between the Parties that due to the organisation and structure of the STMicroelectronics NV Group, ST reserves the right and Lund University agrees, that a) ST may transfer or assign any and all of its rights and obligations under the present Agreement to any of its Affiliates as they are defined herebelow and b) any and all of ST Affiliates as they are defined herebelow will have the same rights as granted to ST herein provided that in case of any breach of this Agreement by any of ST Affiliates ST will be responsible for such breach;

And,

Lund University, a public educational institution with a scientific and technical activity duly organized under the laws of Sweden, and whose registered office at Paradisgatan 5c, Box 117, 221 00 LUND, Sweden (hereinafter referred to as "**Lund University**").

Hereinafter collectively referred to as the "Parties" or individually as the "Party".

WHEREAS

ST is a worldwide leader in the design, development, manufacturing and sell of electronic components used in a wide range of applications.

Lund University has experience and expertise in the domain of integrated circuit design for a wide range of applications

The Parties have identified the need for a partnership focusing on the carrying out of an education program (hereinafter referred to as "the **Program**").

Consequently, the Parties are willing and have common interest to cooperate in order to perform the Program pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE IT IS AGREED AS FOLLOWS

Article 1 - Definitions

For the purpose of this Agreement the following terms shall have the following meanings:

"Agreement": The present cooperation agreement, together with all Appendixes hereto.

"Affiliate": Any legal entity owned or controlled, directly or indirectly, on the Effective Date of this Agreement or thereafter, by STMicroelectronics NV, provided that for the purpose of the foregoing "owned or controlled" shall mean direct or indirect ownership of 50% or more of the voting shares or other ownership interests with sufficient power to elect or cause the election of a majority of a Boards of Directors or like governing body.

"Background": each Party's Intellectual Property rights in existence as of the Effective Date, or developed

subsequently but independently of this Agreement provided to the other Party under this Agreement.

"Confidential Information": Confidential Information under this Agreement shall mean any item or information including but not limited to documentation, computer programs and information in connection with the performance of this Agreement, which is disclosed by one Party (hereinafter referred to as the "Disclosing Party") to the other Party (hereinafter referred to as the "Receiving Party") under this Agreement whether orally and/or in writing and/or in graphic or in electronic or electromagnetic form and any derivatives of any of the foregoing, provided that it is clearly and conspicuously marked or designated in writing by the Disclosing Party as being Confidential Information or if originally disclosed orally, provided that it is confirmed in writing as being Confidential Information by the Disclosing Party within 30 (thirty) days after oral disclosure.

"Intellectual Property (IP) Rights": Semiconductor topographic rights, rights in mask works, patents, copyrights, trademarks, trade secrets, service marks, logos and other proprietary rights in any jurisdiction and all applications and registrations therefore.

"Program": the education program to be carried out by the Parties under this Agreement as described in article 4 hereof.

Article 2 - Purpose of the Cooperation

The purpose of this Agreement is to define the operating principles of the cooperation between the Parties consisting in the joint performance of the Program and to specify the rights and obligations of the Parties relating thereto.

Article 3 - Organization of the Cooperation

Each Party shall appoint a Program leader in charge of:

- (a) Supervising all works and actions contributing to the performance of such Party's obligations;
- (b) Establishing and maintaining liaison between the Parties and coordinating their actions with the other Party Program leader.

The Parties shall devote all necessary human and material resources to perform the Program.

Each Party shall continue to take charge of its tax and administrative obligations in its quality of employer and shall ensure the administration, financial and labour management of its employees which shall remain under the control and authority of that Party.

Article 4 - Execution of the Cooperation

Lund University and ST undertake to use all reasonable endeavors to perform the Program which shall take the following form:

- a) Development of programs of technical and methodical support of students education for VLSI technology using a laboratory equipped with CAD tools for integrated circuits design based on ST process named CMOS65nm;
- b) Technical consultations in application of STMicroelectronics products during the preparation of course, graduate and degree works of students;
- c) Exchange of educational materials and technical information which are available to publish;
- d) Participation in creation and perfection of educational and methodical materials for both sides interesting disciplines;
- e) Joint publication, meetings and round-table discussion making.

The Cooperation will be realized by:

- a) Technical support on demand during the making of laboratorial training;
- b) Methodical support of educational process by ST representatives, on demand;
- c) Review of graduate and degree works, upon demand.

Article 5 - Financing

Except as otherwise agreed by the Parties, each Party shall bear its own costs and expenses in connection with the carrying out of the Program.

In case of appearance of specific financial obligations, the Parties will discuss in good faith and agree upon the new terms and conditions to be added pursuant to an amendment to this Agreement.

Article 6 - Confidentiality

6.1 By executing this Agreement, the Parties agree to be bound by the Non Disclosure Agreement attached hereto as Appendix A.

6.2 The Parties agree that the terms and conditions of the present Agreement shall be considered as Confidential Information

6.3 For the avoidance of doubt neither Party shall have the right to publish or allow the publishing of data, which constitute Background or Confidential Information of the other Party without the prior written consent of the other Party.

Article 7 - Intellectual Property Rights

7.1 Background

Each party's Background shall remain such Party's sole property.

Each Party shall be entitled to use the other Party provided Background without financial counterpart for the sole purpose of performing its part of the Program.

7.2 Reservation of Rights

All rights of each Party that are not expressly granted in this Agreement are reserved and retained by such Party. Except as expressly provided in this Agreement, no other licenses are granted whatsoever, whether expressly or by implication, by either Party to the other.

7.3 While performing the Program set out in this Agreement, the Parties shall use reasonable efforts not to interfere with Intellectual Property rights of third parties.

Without any liability to the other Party for patent infringement or failure to notify, should either Party become aware of any opposing Intellectual Property rights of a third party, this Party shall immediately inform the other Party in writing and the Parties shall then jointly discuss in order to decide the measures to be taken.

Article 8 - Liabilities

8.1 Personal injury

Each Party takes charge of the insurance coverage for its own personnel in accordance with applicable legal requirements for occupational injuries and occupational diseases. Consequently, each Party must fulfil the required formalities and sustain all the costs, if any, involved in the insurance underwritten to cover its own staff against such risks.

Each Party undertakes to inform the other Party as soon as possible of any incident or damage occurring in the course of work to the personnel of the other Party working on its premises in order to allow such other Party to make the necessary declarations required by law within the prescribed time.

Each Party is liable in compliance with the applicable law and without claim to the other Party for damages caused by its own personnel to the personnel of the other Party.

8.2 Damages to the other Party's properties

During the course of the Agreement, University of Lund shall be responsible for any and all damages caused to ST's own property.

8.3 Third party liability

Each Party remains liable for damages to third parties caused by its own personnel when at the disposal of the other Party.

8.4 Exclusion

In no event shall either Party be liable to the other for any indirect, incidental, special or consequential damages, except in case of gross negligence or wilful misconduct or non-respect of its confidentiality obligations under this Agreement.

Article 9 - Duration – Termination

9.1 This Agreement shall enter in effect as from the Effective Date and remain in force for a period of five (5) years. Thereafter, this Agreement shall be renewed automatically for additional one (1) year period and shall continue to be renewed in such manner from year to year unless a Party notifies the other in writing at least sixty (60) days before the expiration date that it does not wish renewal.

9.2 However, this Agreement may be terminated (a) by mutual consent or (b) by either Party in the event of a material breach of the Agreement. In the event of a material breach by a Party of its obligations under this Agreement, the non defaulting Party shall serve a thirty (30) day written notice stating the alleged breach, by registered mail, reception receipt requested. Termination will occur if the breach is not cured thirty (30) days after reception of the notice. During the aforesaid thirty (30) days, the Parties shall negotiate in good faith in an attempt to reach mutual agreement on a method to avoid such termination.

9.3 Obligations contained in articles 1, 6, 7, 8 and 10 shall survive the termination or expiration of this Agreement and shall continue in full force independently of the duration of the Agreement.

Article 10 - Miscellaneous

Entire Agreement. This Agreement together with its Appendices constitute the entire agreement and understanding between the Parties relating to the subject matter hereof and supersede any and all previous agreements, understanding, negotiations or communications between the Parties as to such subject matter.

Amendment. The provisions of this Agreement may only be changed, modified or supplemented by a written amendment signed by duly authorized representatives of both Parties.

Assignment. This Agreement may not be assigned by either Party, or any of such Party's rights or obligations hereunder, to any third party (except an Affiliate of ST) without the prior written consent of the other Party.

Notices. Any notice to be given under the provisions of this Agreement by either Party shall be in writing and shall be sent by registered mail with proof of receipt to the other Party at the following address:

For ST
STMicroelectronics SA
Attn: Andreia CATHELIN
850 rue Jean Monnet
38926 Crolles cedex France

For Lund University
Dept. of Electrical and Information Technology
Attn: Viktor ÖWALL
Box 118
221 00 Lund, Sweden

Waiver. A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent default. Failure of either Party to enforce compliance with any term or condition hereof shall not constitute a waiver of such term or condition.

Severability. In the event any one or more of the provisions contained herein shall for any reason be held invalid, illegal or enforceable in any respect, such invalidity, illegality or enforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or enforceable provision had never been contained herein. The Parties shall use their reasonable efforts to substitute for such invalid provision a valid economically equivalent provision whose effect most nearly achieves the original intend of the Parties.

Article 11 - Dispute Resolution

In case of dispute or difference of opinion between the Parties arising out of or in connection with this Agreement, the Parties shall first endeavor to settle it amicably.

All disputes arising in connection with this Agreement which can not be so amicably solved shall be finally settled by arbitration under the Rules of the International Chamber of Commerce by one or more arbitrators to be appointed in accordance with the said Rules. Such arbitration shall take place in Geneva, Switzerland, and shall be conducted in English.

Article 12 - Applicable Law

This Agreement shall be construed according to and governed by the laws of Switzerland (canton of Geneva), excluding that body of laws relating to conflict of laws.


IN WITNESS WHEREOF, the Parties have executed this Agreement in two (2) original copies, as of the date first written above.

For STMicroelectronics SA

Name: **Philippe MAGARSHACK**
Title: Executive Vice-President,
Design Enablement & Services
Date: **06 JAN. 2014**
Signature: 

Name: **Guilaine BOSC**
Title: Director R&D accounting
Croiles Site Controller
Date:
Signature:  08 10/ 2014

For Lund University

Name: 
Title:
Date: **2013 -12- 13**
Signature: **Viktor Öwall**
Head of Department

APPENDIX A

NON DISCLOSURE AGREEMENT ("NDA")

1. CONFIDENTIAL INFORMATION under this NDA shall mean any item or information including but not limited to electrical/electronic schematic and circuit diagrams, documentation, specifications, formulas, manufacturing processes, know-how, computer programs, technology, technical descriptions, trade-secrets and other technical and economic data, records and information pertaining to the Agreement, which is disclosed by one Party (hereinafter referred to as the "DISCLOSING PARTY") to the other Party (hereinafter referred to as the "RECEIVING PARTY") under this NDA whether orally and/or in writing and/or in graphic or in electronic or electromagnetic form and any derivatives of any of the foregoing, provided that it is clearly and conspicuously marked or designated in writing by the DISCLOSING PARTY as being CONFIDENTIAL INFORMATION or if originally disclosed orally, provided that it is confirmed in writing as being CONFIDENTIAL INFORMATION by the DISCLOSING PARTY within thirty (30) calendar days after oral disclosure.
2. The RECEIVING PARTY undertakes to apply to all CONFIDENTIAL INFORMATION at least the same degree of care with which it treats and protects its own proprietary information against public disclosure but no less than reasonable care. All such CONFIDENTIAL INFORMATION shall not be disclosed to any third party without the written consent of the DISCLOSING PARTY except as hereunder provided.

In particular, the Parties hereby agree that University of Lund will, in no way, be entitled to make publication of whatsoever nature, to the extent that such publication would contain ST's CONFIDENTIAL INFORMATION without the prior express written consent of ST.

3. The RECEIVING PARTY undertakes to restrict its use of CONFIDENTIAL INFORMATION to the Project, to make no further or other use of the same and to ensure that dissemination of CONFIDENTIAL INFORMATION within its own organization is made on a strict "need to know" basis. The RECEIVING PARTY shall ensure that all persons to whom CONFIDENTIAL INFORMATION is made available are aware of the confidential nature of such CONFIDENTIAL INFORMATION and comply with the terms and conditions of this NDA relating to protection and use of CONFIDENTIAL INFORMATION.
4. Notwithstanding the foregoing, due to the organisation and structure of the STMicroelectronics NV Group, ST reserves the right and University of Lund agrees, that ST may disclose the CONFIDENTIAL INFORMATION of University of Lund to persons working as employees of an ST Affiliates as they are defined in the Agreement and this on a "need to know" basis, provided that ST shall ensure that such persons comply with the provisions of this NDA.

Moreover, University of Lund agrees that CONFIDENTIAL INFORMATION, as described herein, disclosed by an ST Affiliate to University of Lund will be governed by this NDA.

5. For the purpose of this NDA, information shall not be considered to be CONFIDENTIAL INFORMATION if the RECEIVING PARTY can prove that such information is:
 - a) in or passes into the public domain other than by breach of this NDA; or
 - b) known to the RECEIVING PARTY prior to disclosure by the DISCLOSING PARTY,
 - c) disclosed to the RECEIVING PARTY by a third party having the full right to disclose it,
 - d) independently developed by an employee of the RECEIVING PARTY,

e) approved for unlimited release or use by written authorization of the DISCLOSING PARTY, or required to be disclosed as a result of a court order or pursuant to government action.

6. The obligations set forth in this NDA relating to the protection of CONFIDENTIAL INFORMATION shall remain in effect for a period of five (5) years from the expiration or termination of the Agreement.
7. For the purpose of this NDA, the persons responsible for holding CONFIDENTIAL INFORMATION shall be:

For ST: Andreia CATHELIN	For Lund University: Viktor ÖWALL
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8. Neither Party shall assign or transfer any of its rights or obligations thereunder without the prior written consent of the other Party.
9. Nothing in this NDA shall be deemed to grant either Party a license directly or by implication under any patent, patent applications, copyright, design right (whether registrable or not) mask work rights, trade secrets or know how.
10. This NDA does not limit either Party's rights as existing as of the date of its signature. It does not create any additional right or obligation which is not expressly included herein and in particular it shall not be deemed to create any obligation for either Party to enter into any further contractual arrangements of any kind.
11. This NDA shall remain in force for the same time period as the Agreement.
12. In the event of termination, each Party undertakes to deliver to the other Party all the CONFIDENTIAL INFORMATION of the other Party, or to certify destruction thereof, at the requesting Party's option.
13. The Parties shall ensure that all communications to be made under or in connection with this NDA, are made in writing,

For ST
STMicroelectronics SA
Attn: Andreia CATHELIN
850 rue Jean Monnet
38926 Crolles cedex France

For Lund University
Dept. of Electrical and Information Technology
Attn: Viktor ÖWALL
Box 118
221 00 Lund, Sweden

14. Neither Party shall reverse-compile, reverse-assemble or reverse-engineer the CONFIDENTIAL INFORMATION or any part of it, of the other.
15. This NDA embodies the entire understanding of the Parties and shall supersede all previous communications, representations or understandings, either oral or written between the Parties relating to the subject matter hereof.

