

**TERMS AND CONDITIONS**  
**For participation in the COHESI Community**

BETWEEN

**INTERUNIVERSITAIR MICRO-ELECTRONICA CENTRUM vzw**  
 Register of Legal Entities Leuven VAT BE 0425.260.668  
 With its registered office Kapeldreef 75, B-3001 Leuven, Belgium  
 Represented by Luc Van den hove, President & CEO

And

.....  
 .....  
 Represented by.....  
*(Please complete Name and address Company, name and function authorized representative)*  
 hereinafter referred to as 'Member';

**Article 1 – SCOPE**

The scope of the present Terms and Conditions is to lay down the general terms and conditions which govern the performance of the service(s), as given by IMEC in the frame of the COHESI Community.

**Article 2 – PURPOSE**

IMEC is organizing in the framework of COHESI, the Flemish innovation platform for component development and complex heterogeneous system integration, the COHESI-community (hereinafter referred to as the 'COHESI-community'). IMEC is the coordinator and organizer of this COHESI Community.

The purpose of this COHESI Community is to:

- strengthen the Flemish ecosystem in the domain of smart microsystems;
- facilitate access to expertise and services present in the different knowledge centres participating in the COHESI innovation platform
- strengthen the collaboration between Flemish companies and knowledge centres to support the development of innovative smart microsystems, from idea over prototype to product.

The offering to the COHESI community consists of 4 main parts

1) IMEC will organise regular (twice per year) workshops, in which the community members will receive early insight in microsystem related R&D at the participating knowledge centres. Next to the R&D related presentations, the workshops will also address examples of actual development trajectories at Flemish companies, presentations addressing risks and costs, dedicated funding opportunities etc. Each workshop will close with a drink offering an informal network opportunity. No confidential information will be shared.

2) The Member will also have access to a dedicated evaluation service. These evaluation services shall focus on

- (i) identifying the required technology building blocks to realise an idea and advising on the which route(s) best to take to obtain these building blocks.
- (ii) indicating whether the expertise is available in Flanders
- (iii) an order-of-magnitude estimate of the cost and required time for a certain development trajectory

Issues such as liability, intellectual property rights and confidentiality that might arise when discussing an idea in the framework of the evaluation service will be dealt with in a separate document case by case. .

3) IMEC will set-up a training program dedicated to microsystem development in which the Member can participate and for which IMEC foresees a price reduction for members of the COHESI-Community, a reduction that will be determined independently for every course.

4) The Member will have access to the COHESI Innovation Platform website, both to the public part and the part reserved for members of the COHESI-community. Each member will be given the opportunity to present its activities on the on-line platform. The member will be informed on updates on the on-line platform by regular newsletters.

### **Article 3 – SUBSCRIPTION**

Access to the COHESI Community can only be granted after a valid subscription.

The subscription is only valid after:

- receipt by IMEC of a duly signed original of these Terms and Conditions (cf. infra - article 5); and
- receipt by IMEC of the Member's payment (cf. infra - article 4).

### **Article 4 – PAYMENT CONDITIONS**

To be entitled to the rights and privileges described in these Terms and Conditions, the Member shall pay to IMEC a net annual fee (this is per calendar year) (excluded all taxes). The fee for 2010 is:

- small sized companies: five hundred euros (€ 500,00)
- medium sized companies: one thousand euros (€ 1 000,00)
- large sized companies: one thousand five-hundred euros (€ 1 500,00)
- academic research institute: free of charge
- sector- or network organization: free of charge

**Please encircle to which group your organisation belongs.** The criteria to distinguish between small, medium and large sized companies are those followed by the IWT ([www.iwt.be](http://www.iwt.be))

IMEC will send the Member an invoice for the amounts due after receipt of a duly signed original of these Terms and Conditions.

All invoices are payable by the Member within thirty (30) days after the date of invoice. In case of non- or late payment of any amount by the Member, 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. The Member will make the payments without withholding or deduction for or on account of any taxes, duties and/or other charges.

IMEC will not give any refunds for whatever reason.

All fees may be subject to change. Any amended fee schedule will be communicated at least three (3) months in advance of the start of the next calendar year, both on the COHESI web pages and by e-mail to the Member contact person.

#### **Article 5 – TERM AND TERMINATION**

These Terms and Conditions will enter into force upon date of signature of the Member and remain in force for the term of the member's participation.

The Member has the right to terminate his participation for the next calendar year by a one (1) month prior written notice to the IMEC contact person as indicated below.

In case the Member commits a breach of these Terms and Conditions, IMEC has the right to terminate his participation if such breach is not cured within a period of one (1) month after notice of such breach.

#### **Article 6 – ACCESS TO THE COHESI COMMUNITY– RIGHTS AND OBLIGATIONS**

Subject to article 2, access to the COHESI Community includes the following privileges:

- participation in workshops
- access to the evaluation service carried out by IMEC
- price reduction for selected trainings in the field of microsystem technology;
- downloading of technical information available on the COHESI online platform
- uploading of up-to-date information describing in short the business activities of the Member related to microsystem development on the COHESI online platform

The Member is not allowed to:

- disclose any confidential, proprietary or other information for which you do not have the right to make this available to others.
- disclose any information which may constitute direct or indirect infringement of third party intellectual property rights;
- disclose any information for recruitment or advertising purposes;
- use the services and content of the COHESI on-line platform in a manner that violates any applicable laws or regulations in the jurisdictions in which you use the services and content including but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

For the purpose of these Terms and Conditions, Confidential Information shall mean any information and data of a confidential nature, labelled as such, including but not limited to proprietary, technical, developmental, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, and all record-bearing media containing or disclosing such information and techniques which are disclosed pursuant to these terms and conditions.

#### **Article 7 – LIABILITY**

By consultation of any information provided through the COHESI Community, the Member accepts full and sole responsibility for his use of this information and the Member accepts the conditions set forth in these Terms and Conditions.

IMEC's sole responsibility is to organize

- workshops in the frame of the COHESI Community,
- a dedicated evaluation service
- a dedicated training program for which the Member can obtain a price reduction
- an on-line platform and a regular newsletter.

IMEC makes no warranties or representations of any kind, either expressed or implied, as to the accuracy, correctness or fitness for any particular purpose of the information made available. IMEC can in no case be held responsible for any error, omission, inaccuracy or incompleteness regarding the provided information. IMEC does not warrant that the use of this information will not infringe any third party intellectual proprietary rights.

In no event shall IMEC be liable for any direct, special, incidental, indirect or consequential damages whatsoever, including, but not limited to, damages for loss of data or information, damage to property, business, profits, business interruption, or any other loss arising out of the use, or the inability to use, the provided information or the COHESI Community infrastructure.

#### **Article 8 – DISPUTE RESOLUTION & GOVERNING LAW**

- 8.1. These Terms and Conditions shall be governed by and construed in accordance with the laws of Belgium, without its provisions of international private law.
- 8.2. All disputes between IMEC and the Member in connection to these Terms and Conditions shall be first discussed in good faith between IMEC and the Member in order to try to find an amicable solution. If no solution can be found to settle the dispute amicably within forty-five (45) days after giving notice to the defaulting party, then the dispute will be submitted to the courts of Brussels, Belgium.

#### **Article 9 - MISCELLANEOUS**

- 9.1. 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.
- 9.2. The partial or complete invalidity of any of the clauses or provisions set forth in these Terms and Conditions will not result in the invalidity of these Terms and Conditions or any other clauses or provisions set forth herein. Any partially or completely invalid clause or provision shall be deemed to be substituted by a valid clause or provision concurring with the original intention of the parties.
- 9.3. Any change in or amendment to these Terms and Conditions shall only be valid and only become effective after having been officially agreed to in writing by IMEC. Changes to the Terms and Conditions shall from the moment as of which they are accepted by IMEC, become an integral part of the agreement between IMEC and the Member.
- 9.4. The headings in these Terms and Conditions are for the convenience of the Member only and shall not be considered in the construction or interpretation of these Terms and Conditions.
- 9.5. All communications related to the COHESI Community should be sent by mail, facsimile or e-mail to the attention of:

Mr. Frederik LEYS  
Interuniversitair Micro-electronica Centrum vzw  
Kapeldreef 75  
B-3001 Leuven

Tel: +32(0)16/2814 97.  
Fax: +32(0)16-2817 79.  
E-mail: [Frederik.Leys@imec.be](mailto:Frederik.Leys@imec.be)

Name Member:

Representative:

Title:

Date: