

FOR REFERENCE ONLY

Semiconductor Research Corporation Global Research Collaboration

Fellowship Agreement

This GRC Fellowship Agreement (Agreement) is executed on (date) _____,
between the _____ (University), located at _____ and Semiconductor Research Corporation
(SRC), located at Post Office Box 12053, Research Triangle Park, NC 27709, doing business as Global Research
Collaboration (GRC) and _____ “Recipient”).

SRC enters into this Agreement with the University to financial and other assistance for up to three years (36 mos) with possibility of an additional 1 year (12 mos) approved extension to a Ph.D. student selected by GRC as a Recipient in the GRC Graduate Fellowship Program (GFP). This three year (36 mos) commitment of support by GRC is made to help meet the continuing needs of GRC members for qualified personnel at the doctoral level and the increasing needs of North American colleges and universities for qualified professors.

For the purpose of this Agreement, “GRC member” shall include all categories of membership in or affiliation with SRC Global Research Collaboration (GRC).

GRC reserves the right to reassign its rights and obligations to another funding agency.

I. REQUIREMENTS

A. The Recipient

- 1) Has accepted admission to a Ph.D. degree program in an area relevant to microelectronics at the University, and plans to complete a Ph.D. program in the same area under the guidance of an GRC approved faculty member at the University;
- 2) Is a U.S. citizen or has permanent resident status in the U.S. or has been granted refugee or political asylum status in the U.S.;
- 3) Is not related to an SRC employee or former-employee or any “disqualified person” (as defined in Internal Revenue Code (“IRC”) section 4946(a)) related to SRC;
- 4) Agrees to publish his/her Ph.D. thesis/dissertation upon its completion according to University practices and policies, agrees to promptly supply a copy of his/her Ph.D. thesis/dissertation to SRC GRC, and agrees that SRC GRC may publish the thesis/dissertation to its secure website for distribution to all SRC GRC members at no charge;
- 5) Understands that because he/she has indicated that he/she will be performing research under the above conditions, that the terms and conditions of a sponsored research contract apply and control. That is, he/she may be required to furnish complete information regarding any invention conceived or actually reduced to practice during the term of the Fellowship and/or research, whether or not a patent application has been filed, and that the University at which the Recipient is a graduate student may elect to hold title to any such invention and that such invention may be licensed or sublicensed to companies in the microelectronics or related industries.

- 6) Consents to disclosure by the University to SRC, SRC sponsors, and SRC GRC members of verification of the Recipient's satisfactory academic achievement and timely progress in a degree program;
- 7) The Recipient consents to be periodically contacted by SRC, SRC GRC and/or SRC GRC members for information on the progress of the Recipient's academic career; the Recipient agrees to provide such information to SRC, SRC GRC and/or SRC GRC members as may reasonably be requested;
- 8) Understands that he/she is under no obligation to continue in the GFP, and may at the beginning of each academic term, elect to decline additional GFP funds;
- 9) Understands that research will be conducted on the designated campus provided in the agreement. Any deviation from this specification will require evaluation by SRC and other participating partners. Once evaluation and review concludes, if approval is determined, a new agreement will be issued with terms reflective of evaluation and review.
- 10) Understands the GRC-approved University Faculty will review the Recipient's progress annually and that the Recipient's continued participation in the GFP is contingent upon the recommendation of that Faculty;
- 11) Understands that the financial assistance provided herewith is made with the clear expectation that the Recipient will complete a Ph.D. program in an area relevant to microelectronics or related industries. Although not required, further expectation is that upon completion of the Ph.D. program, the Recipient will secure employment with an SRC sponsor, GRC member, company sponsoring the Recipient's research, or a faculty position in a discipline relevant to microelectronics at an accredited four-year U.S. college or university. The Recipient is encouraged to notify SRC during the final academic term and no later than the time of completion of the Ph.D. program if he/she has not secured appropriate employment so that appropriate assistance may be provided;
- 12) Acknowledges and understands that participation in the GFP in no way guarantees employment opportunities with SRC sponsors, GRC members or any company sponsoring the Recipient's research;
- 13) Agrees to disclose to SRC and to the University, his/her primary reason for leaving the GFP should the Recipient leave the GFP prior to completion, and to furnish information as to the Recipient's employer and employment status following departure from the GFP;
- 14) Is responsible for informing the University and SRC of any changes in name or address.

B. The University

- 1) Is an educational institution exempt from tax under IRC section 501(c)(3) and is classified as a public charity under IRC section 509(a)(1) as an organization described in IRC section 170(b)(1)(a)(ii);
- 2) Acknowledges that SRC relies on the University to invoice SRC in a timely manner for the Recipient's tuition and fees as required by the University for enrollment for each academic term 30 days prior to the due date for those payments. SRC will calculate stipend payments and will send the University a check for the tuition, fees, and stipend by the required date; SRC is not obligated to pay invoices not submitted within the same calendar year that the expenses were incurred;
- 3) Agrees to provide administration of the fellowship including the stipend, tuition, and fees;

- 4) Agrees to provide to SRC, upon its reasonable request, information regarding the Recipient's academic achievement and progress in the degree program;
- 5) Agrees to provide SRC, upon its reasonable request, information required for statistical purposes and tracking the student's progress in the degree program;
- 6) Agrees to return to SRC any monies forwarded to the University by SRC on behalf of the Recipient but not disbursed in the Recipient's behalf.

C. SRC GRC

- 1) agrees to provide funding to the University for the Recipient's tuition and fees as required by the University for enrollment until the earliest to occur of (i) 36 mos from the start date of the Fellowship, (ii) Recipient's completion of the Ph.D. program, (iii) Recipient's decision not to receive additional GFP funds, or (iv) GRC's determination, based on the Faculty's recommendation, that the Recipient is no longer eligible to receive GFP funds;
- 2) agrees to provide a stipend in an amount to be determined by GRC annually, to be administered by the University until the earliest to occur of (i) 36 mos from the start date of the Fellowship, (ii) Recipient's completion of the Ph.D. program, (iii) Recipient's decision not to receive additional GFP funds, or (iv) GRC's determination, based on the Faculty's recommendation, that the Recipient is no longer eligible to receive GFP funds. In any month that the Recipient receives payment for full time employment (e.g., as a summer intern), the stipend will be reduced by the amount of such payment;
- 3) agrees to provide an unrestricted gift of \$2,000 per academic year to the University department in which the Recipient is enrolled until the earliest to occur of (i) 36 mos from the start date of the Fellowship, (ii) Recipient's completion of the Ph.D. program, (iii) Recipient's decision not to receive additional GFP funds, or (iv) GRC's determination, based on the Faculty's recommendation, that the Recipient is no longer eligible to receive GFP funds.

II. FINANCIAL OBLIGATIONS

A. Funds Disbursement

Funds shall be provided by SRC GRC to the University as described in section I.C above. The University will disperse the monthly stipends to the Recipient and will arrange for the payment of tuition and fees on behalf of the Recipient.

B. Receipt of Funding from Other Sources

There are no restrictions on the receipt of additional funds by the Recipient from other sources of educational support while the Recipient remains at the University. To avoid duplication of tuition and fees payments, the GFP tuition and fees disbursements will be reduced by the amount of tuition and/or fee credits received by the Recipient from the University as compensation for teaching or research or from any other sources of educational support to the extent that such amounts duplicate funds provided by the GFP. Stipends will not be affected by compensation from the University or any other sources of educational support except as noted in Section I.C.2.

C. Taxes

The Recipient understands that it is the Recipient's responsibility to consult a tax advisor if there are any questions about the taxability of the funds received.

Signature for SRC GRC representative

Date

Authorized Signature for the University

Date

Signature of Recipient

Date