Semiconductor Research Corporation SRC Education Alliance

Master's Scholarship Agreement

This SRCEA Scholarship Agreement ("Agreement") is executed on (date)	,
between(U	Iniversity), located at
	and SRC
Education Alliance (SRCEA), located at Post Office Box 12053, Research Triangle Park,	NC 27709, and
(Re	ecipient).

SRCEA enters into this Agreement with the University and the above named Recipient to provide financial and other assistance for up to two years to a Master's student selected by SRCEA as a Recipient in the SRC Global Research Collaboration Master's Scholarship Program (MSP). This two-year commitment of support by SRCEA is made to help meet the continuing needs of SRCEA sponsors for qualified under-represented minority and female personnel at the Master's level and to encourage students in under-represented groups to continue to the doctoral degree.

For the purpose of this Agreement, "SRCEA" shall include the SRC Education Alliance and its sponsors; "SRC GRC" includes the Semiconductor Research Corporation Global Research Collaboration and all categories of membership in or affiliation with SRC GRC.

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

I. REQUIREMENTS

A. The Recipient

- 1) has accepted admission to a Master's degree program in an area relevant to microelectronics at the University, and plans to complete a Master's program by performing research in the same area following established criteria and under the guidance of an SRCEA-approved faculty member at the University;
- 2) has female or under-represented minority status (African American, Hispanic, or Native American);
- 3) is a U.S. citizen or has permanent right-to-work status in the U.S., or has been granted refugee or political asylum status in the U.S.;
- 4) is not related to an SRCEA or SRC employee or former-employee or any "disqualified person" (as defined in Internal Revenue Code ("IRC") section 4946(a)) related to SRCEA;
- 5) agrees to publish his/her Master's thesis, if applicable, upon its completion according to University practices and policies, and agrees to supply a copy of his/her Master's thesis, if applicable, to SRC and agrees that SRC may publish the thesis to the SRC's secure web site for distribution to all SRC members at no charge;
- 6) 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 Scholarship 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 an invention and that such invention may be licensed or sublicensed to companies in the miroelectronics or related industries;
- 7) consents to disclosure by the University to SRCEA, SRCEA sponsors, and SRC GRC members of verification of Recipient's satisfactory academic achievement and timely progress in a degree program;

10/17/2014 Page 1 of 3 DC1 198271v3

- 8) consents to the disclosure by the University to SRCEA, SRC GRC, and SRC GRC members of any information required for statistical purposes and tracking the student's progress in the degree program. Recipient consents to the compilation and publication of this information in statistical form by SRCEA and/or SRC. The Recipient further consents to be periodically contacted by industry research sponsors of Recipient, 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 industry research sponsors of Recipient, SRC GRC and /or SRC GRC members as may reasonably be requested;
- 9) understands that he/she is under no obligation to continue in the MSP, and may at the beginning of each academic term, elect to decline additional MSP funds;
- understands that the SRCEA-approved University Faculty will review the Recipient's progress annually and that the Recipient's continued participation in the MSP is contingent upon the recommendation of that Faculty;
- 11) understands that the financial assistance provided herewith is made with the clear understanding and expectation that the Recipient will complete a Master's program in an area relevant to microelectronics or related industries. Although not required, further expectation is that upon completion of the Master's program, Recipient will secure employment with an SRCEA sponsor, with a company sponsoring the Recipient's research, or that Recipient will continue to the doctoral degree. The Recipient is encouraged to notify SRCEA during the final academic term and no later than the time of completion of the Master's degree if he/she has not secured either employment with an SRCEA sponsor or a company sponsoring the Recipient's research or admission to a doctoral program so that appropriate assistance may be provided by SRCEA;
- 12) acknowledges and understands that participation in the MSP in no way guarantees employment opportunities with SRCEA sponsors or any company sponsoring Recipient's research;
- 13) agrees to disclose to SRCEA and to the University, his/her primary reason for leaving the MSP should the Recipient leave the MSP prior to completion, and to furnish information as to the Recipient's employer and employment status following departure from the MSP or termination of participation in the MSP;
- 14) is responsible for informing the University and SRCEA 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 SRCEA relies on the University to invoice SRCEA for the Recipient's tuition and fees as required by the University for enrollment by the Recipient for each academic term 30 days prior to the due date for those payments. SRCEA will calculate stipend payments and will send the University a check for the tuition, fees, and stipend by the required date;
- 3) agrees to provide administration of the scholarship including the stipend, tuition, and fees;
- 4) agrees to provide to SRCEA, upon its reasonable request, information regarding the Recipient's academic achievement and progress in the degree program;
- 5) agrees to provide SRCEA, upon its reasonable request, information required for statistical purposes and tracking the student's progress in the degree program;
- 6) agrees to return to SRCEA any monies forwarded to the University by SRCEA on behalf of the Recipient but not disbursed on the Recipient's behalf.

C. SRCEA

- 1) is classified as a private foundation under IRC section 509(a) and is exempt from tax under IRC section 501(c)(3);
- 2) agrees to provide funding for the Recipient's tuition and fees as required by the University for enrollment to the University until the earliest to occur of (i) two years from the date of this Agreement, (ii) Recipient's completion of the Master's program, (iii) Recipient's decision not to receive additional MSP funds, or (iv) SRCEA's determination, based on the Faculty's recommendation, that the Recipient is no longer eligible to received MSP funds;
- 3) agrees to provide a stipend in an amount to be determined by the SRCEA annually to be administered by the University until the earliest to occur of (i) two years from the date of this Agreement, (ii) Recipient's completion of the Master's program, (iii) Recipient's decision not to receive additional MSP funds, or (iv) SRCEA's determination, based on the Faculty's recommendation, that the Recipient is no longer eligible to receive MSP 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.
- 4) 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) two years from the date of this Agreement, (ii) Recipient's completion of the Master's program, (iii) Recipient's decision not to receive additional MSP funds, or (iv) SRCEA's determination, based on the Faculty's recommendation, that the Recipient is no longer eligible to receive MSP funds.

II. FINANCIAL OBLIGATIONS

A. Funds Disbursement

Funds shall be provided by SRCEA 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 MSP 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 MSP. Stipends will not be affected by compensation from the University or any other sources of educational support except as noted in Section I.C.3.

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 amounts received.

Signature for SRC Education Alliance	Date	_
Authorized Signature for the University	Date	_
Signature of Recipient	Date	_