

Work Order Approval Agreement for Run: EXAMPLE

This Agreement is between Customer and Fabrication Site(s) as set forth in the above referenced Run, which is incorporated by reference herein.

Each Fabrication Site shall perform the respective processes designated in accordance with the above referenced Run. Requests for substantive changes to the processes designated in the above referenced Run will be viewed as a new Work Request and will require entry into a new Work Order Approval Agreement among the parties.

This Agreement is subject to and incorporates by reference the terms and conditions of the [MEMS and Nanotechnology Exchange Policies](#).

Customer's acceptance of the Work Order signifies its intent to be bound by the terms and conditions of this Agreement as well as those of its applicable Customer Agreement and the applicable [Confidentiality Agreement](#).

Each Fabrication Site's acceptance of the Work Order signifies its intent to be bound by the terms and conditions of this Agreement as well as those of its applicable Fabrication Site Agreement and the applicable [Confidentiality Agreement](#).

To the extent there is conflict among the terms and conditions of this Agreement and those of the Policies, the applicable Customer Agreement, the applicable Fabrication Site Agreement, or the applicable [Confidentiality Agreement](#), those set forth in this Agreement shall take precedence.

Except insofar as CNRI itself provides fabrication support services to Customer, Customer and Fabrication Site(s) acknowledge and agree that CNRI's role with respect to this Agreement and in the MEMS and Nanotechnology Exchange (MNX) generally is to act as an intermediary. While the MNX may cooperate with either party hereto to effect the purposes hereof, it is understood and agreed that Customer and the Fabrication Site are solely responsible, and CNRI is not responsible, for enforcing any specific terms and conditions hereof, including, in particular, the terms or specifications of the above referenced Run.

Customer is responsible for identifying whether the Work Order involves technology, technical data, or other materials that are controlled under either the International Traffic in Arms Regulation (ITAR), 22 C.F.R. Parts 120-130, or the Export Administration Regulation (EAR), 15 C.F.R. Parts 730-774, and shall clearly mark any export-controlled technical data or technology provided in connection with a Work Order. By accepting a Work Order that involves export controlled material, technology, or technical data, Fabrication Site warrants that it maintains registration with the U.S. Department of State as a manufacturer of defense articles if required, and is capable of safeguarding the export-controlled material in accordance with the requirements applicable under the ITAR or EAR.

Specific Terms and Conditions: *None in this example.*